3164.

SUPREME COURT OF THE UNITED STATES.

No. 191.

THE UNION BANK OF LOUISIANA, COMPLAINANTS AND APPELLANTS,

VS.

JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE.

ON APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF TEXAS.

INDEX.

	Original.	Print.
Bill of complaint	1	13
Order to appoint receiver	23	30
Proposal of complainants for receiver	24	30
Report of master thereon	25	31
Order for writ of assistance	26	32
Writ of assistance	27	33
Bond of receiver	31	36
Approval of bond	32	37
Subpœna for Josiah S. Stafford and Jeanetta Kirkland, his wife	32	37
Return	33	37
Report of receiver	33	38
Motion of complainants for attachment	37	41
Answer of Josiah S. Stafford to rule	38	41
Motion of defendant, Josiah S. Stafford, to reject the master's report and appointment of receiver	41	43
Order of court	42	44
Motion of defendent, Josiah S. Stafford, to reject the report of master relating to appointment of receiver	43	45
Motion of defendant, Josiah S. Stafford, to require plaintiffs to file bond, etc.	44	46
Order of court overruling motion of respondents to allow them to replevy the property in the hands of receiver	45	47
Motion of defendant, Josiah S. Stafford, to vacate and revoke the order appointing a receiver	46	47
Amended motion of defendant	46	47
Original and amended motion of complainants to authorize receiver to hire out the slaves in his possession	47	48

	Original.	Print.
Order of court overruling motions of respondents to replevy, etc.	48	49
Order of court authorizing receiver to hire out the slaves in his possession, etc.	48	49
Report of master in relation to the manner of hiring the said slaves	49	49
Orders of court approving of master's report in relation to the hiring	50	50
Form of bond for hirers reported by master and approved by the Court	51	51
Order, leave granted to withdraw motions	52	52
Order overruling motion of defendants to require plaintiff to file bond	52	52
Order of court overruling motion No. 20 of defendant	53	52
Motion of defendants in relation to the hiring	53	53
Report of receiver in relation to slaves not delivered to receiver by defendants	53	53
Report of receiver in relation to hiring the slaves, and his expenses, etc.	55	54
Report of receiver, in relation to slaves stolen from his possession, etc.	59	57
Report of master in relation to the bond offered by receiver to the hirers of the slaves	62	59
Report of receiver in relation to bonds offered him by B. F. Terry for hire of slaves, and in relation to his expenses, etc.	62	60
Bonds accompanying report of receiver	65	62
Affidavit of def't, J. S. Stafford, that he has always been ready to submit to the process of the court	70	65
Affidavit of complainants that the testimony of G. F. Leonard is material, etc.	70	66
Order of court thereon	71	66
Entry in order book of notice to defd'ts, that application will be made to clerk to issue a commission to Jarvis Dockrill to take the testimony of Guilbert F. Leonard	71	67
Motion of compl'ts to refer the report of receiver to master, instructing him to report, etc.	72	67
Report of master in relation to the bond offered the receiver by D. S. Terry	72	68
Entry in order book by compl'ts that a judgment *pro confesso* be entered against defd'ts for failing to answer	73	68
Notice by master to the marshal to notify J. S. Stafford at what time and place the master will examine the accounts of the receiver	73	68
Return thereon	74	69
Motion of compl'ts for decree that their bill of complaint be taken as confessed	74	69
Subpœna for H. G. Runnels, J. H. Mitchel, Carter Beamon, Saml. M. Williams, Wm. E. Howeth, John Whitfield, to give evidence	75	69
Return thereon	75	70
Subpœna for Joel Spencer and R. J. W. Reel, to give evidence	75	70
Return thereon	76	70
Subpœna for G. F. Leonard, John C. Mussa, John O. Winhim, Carter Beamon, Edward Bradly, L. H. McNiel, to give evidence	76	71
Motion of complainants that the court direct the master to report on accounts of receiver on Monday, the fifth day of June	77	71

3106.

	Original.	Print.
Order, motion on motion-docket on the 25th May, 1848: withdrawn by complainants	78	72
Subpœna for John C. Shaw and A. F. James, to give evidence	78	72
Return thereon	78	72
Entry, setting a day for hearing cause on bill, etc.	79	73
Motion of compl'ts to appoint a day for the hearing	79	73
Motion of defd'ts to set aside the order or rule that a judgment *pro confesso* be entered against them for failing to answer	80	74
Order of court that the master report instanter on accounts of receiver	80	74
Report of master on accounts of receiver	81	74
Affidavit of Josiah S. Stafford, one of the defd'ts, that he has never intended any disregard or contempt of the orders of the court, etc.	82	75
Affidavit of Jeanetta Kirkland, one of the defd'ts, that no subpœna has ever been served on her	83	75
Petition of receiver complaining of report of master in relation to his account	85	77
Order of court setting a day for hearing, and that the cause be placed first on chancery docket	86	79
Order of court granting motion of receiver to refer his accounts to master for further proof	87	79
Order excepted to by counsel for complainants that the question of the hearing of the cause be continued	87	79
Order that the respondents take nothing by their motion filed in this cause on the 5th day of June, 1848, the same having been withdrawn	87	79
Entry on part of complainants	87	79
Subpœna for ——— Richardson to give evidence on part of plaintiff	88	80
Return thereon	88	80
Receiver's report in relation to his demand on the defendants for the slaves still in their possession	89	80
Motion of complainants to correct order of the 19th day of Feb. 1848, and of the 26th day of the same month	91	82
Motion of compl'ts that an attachment issue against defd'ts for contempt	92	83
Motion of defd'ts to set aside the order or rule of Feb. 19th, 1848, and specifications in support thereof	93	84
Order of court, that an attachment issue against defd'ts for contempt unless they show cause, etc.	96	85
Affidavit of Dr. Gustavus Holland	96	86
Affidavit of A. P. Thompson	96	86
Affidavit of defendant, Josiah S. Stafford,	97	87
Affidavit of Jeanetta Stafford	99	88
Affidavit of Gustavus Holland	101	89
Motion of complainants for an order that the bill of complaint be taken as confessed, as from the 1st Tuesday in April	101	90
Order that the order to take the bill of complaint as confessed, be vacated and defd'ts have leave to plead or answer separately, but not demur	102	90
Affidavit of Jeanetta Stafford	103	91
Pleas of Josiah S. Stafford to bill of complaint	104	92

	Original.	Print.
Pleas of Jeanetta K. Stafford to bill of complaint	107	94
Affidavit of H. B. Martin, deputy marshal	109	96
Affidavit of Josiah S. Stafford reiterating the statements in former affidavits	110	96
Affidavit of John W. Harris in relation to domicil of James Alexander McWaters, mentioned in affidavits of defendants	111	98
Affidavit of Thomas Bates	112	98
Report of receiver in relation to the conduct of Stafford when called on to deliver the slaves in his possession, etc.	113	99
Entry of complainant setting plea of Jeanetta Kirkland for argument	114	100
Motion of complainant to appoint a day for hearing said plea	114	100
Affidavit of service of order	115	100
Report of master on accounts of receiver, with depositions, certificates, etc., attached	115	101
Order that the plea of Jeanetta Stafford be set down for argument on Wednesday next	126	109
Order that the bill of complaint be taken as confessed against Josiah S. Stafford	127	109
Order that the order entered upon the 22d day of June, as far as it relates to Jeanetta Stafford, be discharged, and made absolute as relates to J. S. Stafford	127	109
Order granting leave to Jeanetta K. Stafford to withdraw her second plea	128	110
Motion of defd't, Jeanetta Kirkland, to be assigned to answer on next rule day	128	110
Order that the plea of Jeanetta Stafford be overruled, and that defd't answer the bill of complaint on Wednesday, twenty-sixth of July	129	110
Order granting leave to amend bill before answer filed	129	111
Amendments to bill	129	111
" " "	130	112
Petition of Jeanetta Kirkland, one of the defd'ts, to appoint John R. Mabray or Hiram G. Runnels as her next friend	131	112
Acceptance of John R. Mabray	131	113
Order on petition at chambers, that J. K. Mabray be appointed, etc.	131	113
Answer of Jeanetta Stafford	132	113
Exhibit No. 1. Referred to in answer of Jeanetta Stafford	155	124
Exhibit No. 3. Referred to in answer of "	161	129
Exhibit No. 4. " " " "	176	140
Exhibit No. 8. " " " "	211	166
Motion of compl'ts to order defd'ts, Jeanetta Stafford and her next friend, to file the exhibits or papers referred to in her answer upon this, the 26th day of July, 1848	214	168
Affidavit of Jeanetta Stafford in relation to time for procuring certain exhibits referred to in her answer	215	169
Motion of Jeanetta Stafford, one of the defendants, to set aside the appointment of Peter MacGreal, receiver	216	170
Exceptions of defd't, Jeanetta Stafford, to report of master upon the accounts of receiver	217	170

	Original.	Print.
Motion of Jeanetta Stafford that amendment of compl'ts be taken off file, etc.	220	172
Motion of defd't, Josiah S. Stafford, that the rule against him for an attachment for contempt be discharged	221	173
Motion of compl'ts that in case the resignation of the present receiver be accepted, to appoint a suitable person to act as receiver	222	174
Motion of defd't, Josiah S. Stafford, that the order taking the complainant's bill *pro confesso* against him be set aside	222	174
Petition of receiver in relation to his conduct as such	223	175
Affidavit of Samuel M. Williams	224	176
Order overruling motion of compl'ts that unless the exhibits or papers referred to in the defd't, Jeanetta Stafford's answer, be filed within three days, her answer be taken off the file	225	176
Motion of complainants for leave to amend their bill	225	177
Order granting leave to complt's to file an amendment to their bill	226	177
Amendment of compl'ts to bill	226	178
Affidavit of Thomas Bates, Clerk of U. S. Court	229	180
" " " " "	230	181
Order overruling motion of defd't, Jeanetta Stafford, for vacating the appointment of the receiver, Peter MacGreal	231	181
Order overruling motion of Jeanetta Stafford in relation to amendment of compl'ts	231	181
Order amending entry on minute book granting complainants leave to amend	231	182
Order overruling defd't, Jeanetta Kirkland's objection to bill, for want of parties, &c.	232	182
Replication of compl'ts to pleas of defd't, Josiah S. Stafford	233	182
Motion of compl'ts to order defd't, Jeanetta K. Stafford, to put in her answer to amendment to bill, on some day certain	234	183
Order of the court thereon	234	183
Entry—the complainants withdraw the order entered by them at rule day, in July, 1848, taking their bill as confessed against Josiah S. Stafford	234	184
Motion of complainants in relation to the hirers of such slaves as are still in the possession of defendants	235	184
Order that compl'ts be allowed to amend their bill	236	185
Motion of compl'ts to name commissioners to take testimony in this cause	236	185
Amendment of defd't, Jeanetta Kirkland, to her answer	237	186
Motion of compl'ts that they have leave to file their replication to the answer of the defd't, Jeanetta K. Stafford, on the 15th day of Sept.	238	186
Motion of compl'ts for order to hirers to allow to receiver	238	187
Motion of " " " " " " "	239	188
Motion of compl'ts to direct the clerk to enter upon the rule and order book two orders, etc.	240	188
Motion of compl'ts for an order of court to compel certain persons named in the motion, to give security to the receiver for the slaves in their possession	241	189
Order, that receiver's account be re-referred to master	242	189

	Original.	Print.
Order requiring defendant, Jeanetta Stafford, to put in her answer by the 15th day of September	242	189
Order overruling motion of compl'ts in relation to the bond and security to be given to the receiver by certain persons having slaves in their possession	242	190
Order of court appointing commissioners to take testimony in this cause	243	190
Order of court in relation to persons having any slaves in their possession on unexpired contracts	243	191
Order that the complainants have leave to file their replication to the answer of the defd't, Jeanetta Stafford, on the 16th day of September	244	191
Order that the clerk enter upon the rule or order book, two orders, heretofore omitted	244	191
Order sustaining motion of compl'ts in relation to persons having in their possession any of the slaves	245	192
Motion of defendant, J. S. Stafford, that the bill be dismissed	246	193
Entry by order of court thereon	247	193
Order granting motion of compl'ts for the court to refer the appointment of a receiver to the master, in case of the resignation of the present receiver	247	193
Order allowing defendants to withdraw their motion of 29th July, 1848	247	193
Order sustaining motion of defd't, Josiah S. Stafford, to vacate, etc., the order taking compl'ts bill *pro confesso* against him	247	194
Order dismissing motion of defd't, J. S. Stafford, that the bill be dismissed	248	194
Replication of compl'ts to the pleas of Josiah S. Stafford, one of the defd'ts	249	194
Notice of master to solicitors of complainants and defendants, as to the appointing a time and place for hearing parties and proofs in relation to account of receiver	250	195
Agreement of counsel, as to hearing exceptions and re-reference of receiver's account	250	196
Affidavit of Wm. Alexander, one of the solicitors, that he cannot obtain testimony to appear before the master before the 1st Monday in November	251	196
Replication of complainants to answer of Jeanetta Stafford	252	197
Notice by master postponing appointing another day for examining accounts, etc., of receiver	253	198
Proposals of compl'ts for the appointment of receiver	254	198
Report of master postponing time for appointing receiver	255	199
Affidavit of William G. Hale, as to service of said order on one of the solicitors of defendants	255	199
Report of master appointing a receiver	256	200
Proposition of defendants for appointment of receiver	256	200
Entry on order book, in relation to appointment of receiver	258	201
Interrogatories of complainants to James Alexander McWaters	258	202
" " " " Charles S. Leckie	262	204
" " " " William Cheney and others	264	205
" " " " Frederick Frey and George Alfred Freret	267	207

	Original.	Print.
Interrogatories of complainants to Lucien Hermann and Charles S. Lee	270	209
" " " " Henry Hoffmeyer	272	211
Notice of complainants to defendants of application for a commission to take testimony	274	212
Interrogatories of complainants to Gilbert F. Leonard and others	275	213
" " " " George W. Pendexter	278	215
" " " " Eli Mercer and others	280	216
Notice to defd'ts of application for a commission to take testimony	285	219
Affidavit of William G. Hale of service of notice	286	220
Affidavit of William G. Hale of service of notice	287	221
Application of compl'ts for issuance of commission	288	222
Affidavit of Josiah S. Stafford	289	222
Interrogatories of the defendant, Jeanetta Stafford, to Isaac Thomas	289	223
Notice in order book by defendants of application for a commission to take testimony	292	224
Interrogatories of Jeanetta Stafford to Charles A. Jacobs and Frederick Frey	293	225
Interrogatories " " " Glendy Burke	294	226
Agreement of counsel to waive notice, etc.	297	228
Motion of compl'ts that Benjamin F. Terry, hirer of the slaves from the receiver, do at the expiration of a time named, deliver them to the receiver	298	228
Motion of compl'ts to refer the appointment of a receiver to master in chancery	299	229
Subpœna to Nathanial F. Williams to appear before A. M. Hughes, commissioner, to give evidence on part of compl'ts	299	229
Return thereon	299	230
Petition of compl'ts to enlarge time for taking testimony	300	230
Order of the judge enlarging time for taking testimony	302	232
Order referring appointment of a new receiver to A. M. Hughes, master, etc.	303	232
Report of master on appointment of receiver	303	233
Proposition of complainant for appointment of new receiver	304	234
Proposition of defendants " " " "	306	235
Form of bond for receiver	306	235
Interrogatories of complainants to N. Robinett	308	236
" " " " James Alexander McWaters	311	238
" " " " William Cheney and others	312	239
Cross-interrogatories " " Isaac Thomas	315	241
Notice to defd'ts by compl'ts of filing the foregoing interrogatories	318	243
Motion of compl'ts that either party may take out commissions addressed to any and either of the persons named in the motion under the test of the judge, etc.	319	244
Motion of compl'ts to increase bond of new receiver	320	244
Order of court naming commissioners, and increasing penalty of receiver's bond	320	245
Order that Benjamin F. Terry, after the expiration of the term of hiring, deliver the slaves hired to the receiver	321	245
Answer of Nathaniel Williams of rules of court	321	245
Entry on minutes relating to answer of Nathaniel Williams	323	247

	Original.	Print.
Report of master relating to appointment of receiver	323	247
Proposition to appoint receiver by compl't	324	248
Form of bond for receiver	325	249
Proposition for receiver by defendants	326	249
Form of bond for receiver	327	250
" " " " "	328	251
Affidavit, and application for issuance of commission by compl'ts	329	252
Agreement of counsel to refer account of late receiver to master	331	253
Order that the account of late receiver be referred to master	331	254
Order that either party may take out commissions etc., under the teste of the judge, &c.	332	254
Motion of defd'ts to appoint N. Williams receiver, or refer the matter to master	332	254
Motion of defd'ts requiring receiver to hire out slaves, etc.	333	255
Affidavit of Josiah S. Stafford in relation to the living of the slaves	334	255
Affidavits by compl'ts of service of order on B. F. Terry in relation to delivery of slaves to receiver	334	256
Answer of C. P. Hermann to rules made against him and others,	339	257
Petition of receiver to be allowed to withdraw his resignation,	337	258
Representation of compl'ts to receiver relating to his petition to resign	338	259
Interrogatories of compl'ts to John W. Brooks	341	261
Entry of notice to defd'ts	342	262
Report of master on receiver's account	343	263
Application of compl'ts for commission to take testimony	345	264
Order of court appointing A. C. Ainsworth of New-Orleans commissioner	346	265
Affidavit of Robert Lewis, about slave in his possession	347	266
Motion of compl'ts to rescind the order referring to master all matters relating to the appointment of a new receiver	348	267
Petition of receiver praying for the appointment of a master to whom he may report	349	267
Additional bond of Peter MacGreal, receiver	349	268
Motion of compl'ts to rescind the order referring to master the appointment of a new receiver	351	269
Order rescinding the order referring to master the appointment of a receiver	351	270
Order referring petition of receiver to master	351	270
Petition of Jarvis Dockrill, assessor and collector of taxes, in relation to taxes on negroes in possession of receiver	352	270
Order of court to receiver on petition of Jarvis Dockrill	353	271
Copies of orders of court relating to duties of new receiver when appointed	354	272
Affidavit of William G. Hale as to service of order	355	272
Return of deputy marshal on copy of order	355	273
Copies of orders relating to bonds to be given by persons having any of the slaves in their possession	356	273
Affidavit of William G. Hale, as to service of order	358	275
Return of deputy marshal upon copy of order	358	275
Notice of compl'ts to persons having slaves in their possession	359	276
Affidavit of service of notice	360	277

	Original.	Print.
Return of marshal of service of notice	360	277
Application by compl'ts for issuance of commission to take testimony	361	278
Order of court referring to master what portion of expenses of receiver are to be borne by "Canal and Banking Company"	362	278
Order that the Canal and Banking Company pay such amount of expenses as may be fixed by new report, and comply with other conditions, etc.	363	279
Affidavits and application for writ of assistance by complainants	363	280
Writ of assistance	365	281
Return of marshal thereon	367	283
Papers filed by master relating to payment of costs to receiver by Union Bank	368	284
Receipt of William G. Hale relating to the same	368	284
" " receiver " " " "	369	284
Motion of compl'ts for order that the depositions be opened upon application of either party, and that the cause be set for hearing at this term	370	285
Notice and affidavit of compl'ts relating to opening depositions	371	285
Entry in order book, setting the cause for hearing at this term	371	286
Order that publication of testimony be made, and cause set down for hearing	372	286
Motion of compl'ts for leave to read portions of bill of complaint of New Orleans Canal and Banking Company, against same parties as are defendant in case of Union Bank of Louisiana	372	287
Order of court granting leave	372	287
Motion of compl'ts that Jeanetta Kirkland, one of the defd'ts, upon the hearing of the cause file the exhibits referred to in her answer, and amendment thereto, that is exhibits 1, 2, and 3, and 5, 6, 7	372	288
Hearing of cause, pleadings and exhibits read	373	288
Testimony of Complainants.		
An act to incorporate the subscribers to the Union Bank of Louisiana, read in evidence by complainants	373	289
Certified copy of mortgage from Josiah S. Stafford and wife, to the Union Bank of Louisiana, and certificates annexed, read by compl'ts	393	304
Certified transcript of record of a suit between Jeanetta Kirkland, plaintiff, and Josiah S. Stafford, defendant, offered by complainants and rejected as evidence	398	308
Transcript of record of a suit between Jeanetta Kirkland, wife of Josiah S. Stafford, plaintiff, vs. Union Bank of Louisiana, and the sheriff of the Parish of Rapides, read by complainants	419	327
Copy of the mortgage executed by the defendants in favor of plaintiffs, read by compl'ts	431	337
Act of acceptance of mortgage, read by compl'ts	444	348
Certified copy of twelve-months bond, in the suit of the Union Bank of Louisiana vs. Josiah S. Stafford and wife, execution and return thereon offered in evidence by complainants, but rejected	447	350
Copy of execution on twelve-months bond offered to be read in evidence by compl'ts, but rejected	450	353

	Original.	Print.
Copy of indictment found by the grand jury of the Parish of Rapides, against Josiah S. Stafford, offered to be read by compl'ts as evidence, but rejected	453	356
Commission to take testimony, returned to court	458	359
Interrogatories to William Cheney and others, read by complainants	461	361
Deposition of William Cheney, read by compl'ts with exceptions noted	464	363
Deposition of John Dunwoody, read by compl'ts " " "	466	365
Deposition of Hadley P. Robert, " " "	469	367
Deposition of Nathaniel P. Mitchell, read by compl'ts	472	369
Deposition of James D. Lloyd, read by compl'ts	476	371
Interrogatories to Charles S. Leckie, read by compl'ts	479	373
Deposition of Charles S. Leckie, " " "	481	374
Cross-interrogatories to Isaac Thomas, read by compl'ts	483	376
Deposition of Isaac Thomas, read by complainants	485	378
Interrogatories of compl'ts to James Alexander McWaters	490	381
Deposition of James Alexander McWaters, not read	495	383
Additional interrogatories of compl'ts to James Alexander McWaters	499	386
Deposition of James Alexander McWaters, in answer to additional interrogatories not read	501	387
Order overruling motion of complainants, requiring Jeanetta Kirkland to file certain exhibits referred to in her answer, and amendments thereto	504	390
Interrogatories to Eli Mercer, and others	506	392
Deposition of Leander H. McNeill, read by complainants	510	395
Deposition of Eli Mercer, " " "	514	398
Deposition of N. F. Williams, " " "	516	400
Interrogatories of compl'ts to G. F. Leonard, read by complainants	519	402
Deposition of John O. Windburn, read by complainants	523	405
Deposition of Gilbert F. Leonard, " " "	525	408
Answer of Warren H. Manidne, not read in evidence by either party	530	410
Answer of Alexander Compton, " " " " "	534	413
Deposition of Edward Bradley	537	416
Commission to take the testimony of Gilbert F. Leonard	540	418
Interrogatories to Gilbert F. Leonard, on part of complainants	542	419
Deposition of Gilbert F. Leonard	546	422
Commission to Jarvis Dockrill, to take testimony	548	423
Interrogatories to John W. Brooks and John P. Gill, on part of compl'ts	550	425
Deposition of John W. Brooks, read on part of compl'ts	552	426
Deposition of John P. Gill " " " "	554	428
Testimony of Defendants.		
Parts of answer, read in evidence by complainants	556	429
Objections of compl'ts to defd'ts reading in evidence No. 4	559	432
Commission to take testimony	562	433
Interrogatories to Frederic Frey and Alfred Freret	563	434
Deposition of Frederic Frey	567	437
Deposition of George Alfred Freret	573	442
Paper marked A., referred to in answers of Frederic Frey and Alfred Freret	578	444

	Original.	Print.
Paper marked B., referred to in answers of Frederic Frey and Alfred Freret	579	445
Paper marked C., referred to in answers of Frederic Frey and Alfred Freret	583	448
Interrogatories to Lucien Hermann and Charles S. Lee	584	450
Deposition of Charles S. Lee	586	451
Deposition of Lucien Hermann	588	452
Entry endorsed on back of answers of Frederic Frey, etc.	590	454
Conclusion of Testimony.		
Motion of defd'ts that Peter MacGreal, receiver, be ordered to report	591	455
Order that receiver report	591	455
Order enlarging time for receiver to report	592	455
Report of receiver, with schedule and vouchers	592	455
Additional report of receiver	603	462
Motion of defd'ts to remove Peter MacGreal, and appoint a new receiver	613	471
Agreement of parties in relation to delivery of the slaves by Peter Mac Greal to James Love	613	472
Order of court thereon	616	474
Bond to receiver	618	476
Bond to receiver	621	478
Bond to receiver	622	478
Order of court in relation to bonds	623	479
Motion of defd'ts for attachment againt Peter MacGreal	625	480
Affidavit of Robert Hughes, in relation to refusal of Peter MacGreal to deliver slaves, etc.	625	481
Letter of Peter MacGreal	626	481
Order to Peter MacGreal	627	482
Writ	628	483
Return	629	484
Copy of order of court and endorsement	630	484
Answer of Peter MacGreal to the rule in this cause	632	486
Receipt of marshal for the slaves to the receiver	635	488
Order to Peter MacGreal to show cause why attachment should not issue, etc.	636	489
Stipulation of principal and sureties, in bond to receiver	638	490
Order to enter stipulation of record	639	491
Minute of decree in this cause, dismissing the bill signed by judge	640	492
Prayer for appeal by compl'ts	641	493
Final decree dismissing the bill	641	493
Entry of appeal	642	493
Resolution of board of directors of Union Bank, marked "C."	642	494
Procurations by Samuel J. Peters and Charles A. Jacobs, to William G. Hale and Ebenezer Allen	643	495
Affidavits of Charles A. Jacobs and Samuel J. Peters, with regard to their sufficiency as securities	646	496
Motion of compl'ts offering appeal bond, etc.	647	498

	Original.	Print.
Powers of attorney granted by Samuel J. Peters and Charles A. Jacobs to Ebenezer Allen and William G. Hale	647	498
Appeal bond	653	502
Order of court approving bond	655	504
Certificate of clerk	655	504

THE UNITED STATES OF AMERICA,
District of Texas, to wit:

AT a special term of the District Court of the United States, having and exercising the powers and jurisdiction of a circuit court of the same, for the district of Texas, appointed by the Honorable John C. Watrous, Judge of the said Court, held at the City of Galveston, on the first Monday of April, in the year of our Lord one thousand eight hundred and fifty, present the Honorable John C. Watrous, Judge of said court, Joseph Bates, Esquire, marshal, and James Love, clerk.

Among other were the following proceedings, to wit:

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE.

Be it remembered that heretofore, to wit, on the fifth day of February, in the year of our Lord eighteen hundred and forty-eight, came the Union Bank of Louisiana, by Ebenezer Allen and William G. Hale, their solicitors, into said District Court here, and exhibited in said court their bill of complaint against Josiah S. Stafford and Jeanetta Kirkland, his wife, in the words following, to wit:

Bill of Complaint.

THE UNITED STATES OF AMERICA,
District of Texas.

To the Honorable John C. Watrous, Judge of the District Court of the United States of America, having and exercising the powers and jurisdiction of a Circuit Court of the same, for the District of Texas, sitting in Equity.

The Union Bank of Louisiana, a body corporate duly established by the laws of the State of Louisiana, having its principal place of business at the city of New Orleans, in the same State, all the members of which said body corporate are citizens of the said State of Louisiana, bring this, their bill, against Josiah S. Stafford, of the county of , and a citizen of the State of Texas, and Jeanetta Kirkland, his wife, also of the county of , and a citizen of the State of Texas.

And thereupon your orators complain and say that heretofore, to wit, on or about the sixth day of June, in the year of our Lord one thousand eight hundred and thirty-seven, at the city of New Orleans, aforesaid, the said Josiah S. Stafford and Jeanetta Kirkland, then and still his wife, who are hereinafter also styled the

defendants to this bill, through the procuration of one Stephen E. Cuney, their attorney, in fact, did effect, obtain, and procure from your orators, the Union Bank of Louisiana, aforesaid, a loan of forty-five thousand dollars, which sum was then and there loaned and advanced by your orators, to the said defendants, in good faith, for the purpose of assisting them in their pecuniary matters, and for the purpose, particularly, of paying a large amount of debts by herself, the said Jeanetta, then due, and which sum the said defendants then and there received, and on the said sixth day of June, the year aforesaid, by their said attorney in fact, did sign, execute, and deliver their obligation of that date in favor of your orators, for the said sum of forty-five thousand dollars, payable at the banking-house of your orators, in New Orleans, aforesaid, on the second day of June, in the year of our Lord one thousand eight hundred and thirty-eight; and the better collaterally to secure, and for the purpose of securing the payment of the said sum, they, the said defendants, did then and there, by their attorney in fact aforesaid, grant and execute a mortgage in favor of your orators on, among other things, the following named and described slaves, to wit: *Little Ben*, then aged about twenty years; *William*, about years; *Friday*, about twenty-four years; *Bob Davenport*, about twenty-one years; *Sam McClure*, about twenty-eight years; *Peter*, about thirty-three years; *Louis Blacksmith*, about twenty-nine years; *Paul*, about thirty-six years; *Jacob*, about forty; *Jack*, about thirty-seven years; *Alonzo*, about twenty-six years; *Perry*, about sixteen years; *Sam Rogers*, about thirty-two years; *Little Sam*, about seventeen years; *Jim*, about sixteen years; *Pierre*, about eighteen years; *Stephen*, about seventeen years; *Austin*, about eighteen years; *Little Lewis*, about sixteen years; *George Lee*, about twenty years; *Edmund Bell*, about twenty-eight years; *Willis*, about twenty-four years; *Lewis*, about seventeen years; *Ben McClure*, about fourteen years; *Britton*, about twenty-three years; *Frank*, about nineteen years; *Zachariah Carpenter*, about thirty-one years; *Ned*, about sixteen years; *Phillip*, about fifty-five years; *Jerry*, about fifty years; *Blaize*, about fifty years; *Alfred*, about seventeen years; *Albert*, about fifteen years; *Wallace*, about seventeen years; *Henry*, about thirty years; *Lewis Rogers*, about thirty-five years; *Tom*, about seventeen years; *George*, about thirteen years; *Dublin*, about twenty-eight years; *Maria*, about thirty-five years, and her two children, *Louisa* and *Eliza; Cloe*, about twenty-five years; *Charlotte*, about seven years, and *Patsey*, about five years; *Fanny*, about thirty-six years, and her child, *Amanda*, about four years; *Big Jane*, about thirty-seven years; her three children, *Margaret*, ten years; *Manuel*, eight years, and *Washington*, two years; *Old Harriet*, about twenty-four years; her child, *Philip*, about eleven years; *Vicey*, about twenty-six years, and her two children, *Peggy*, six years, and *John Dixon*, one year; *Henry*, about nineteen years, and her child, *Charles*, nine months old; *Clarissa*, aged twenty-one

years; *Anny*, about nineteen years, and her child, *Aaron*, eight months old; *Jane*, aged eighteen years, and her child, *Harriet*, six months; *Jenny*, about fifty years; *Charlotte*, about seventeen years; *Mary*, about thirty-one years, and her two children, *Juliet*, about ten years, and *Mary*, three years; *Hortense*, twenty-seven years, and her two children, *Nannette*, eleven years, and *Mary Ann*, five years; *Caroline*, about twenty years; *Mary Haie*, about eighteen years; *Big Mary*, about thirty-six years; *Sally*, about sixteen years; *Pleasant*, about sixteen years; *Violet*, about seventeen years; *Hester*, about thirty-four years; *Big Charlotte*, about twenty-nine years; *America*, about twenty-one years; *Elvira*, about eighteen years; *Minerva*, about sixteen years; *Cynthia*, about thirty-eight years; *Minty*, about fifteen years; *Judy*, about twenty-two years, and her two children, *Maria*, three years, and *Tom*, about nine months; *Maria Johnson*, about nineteen years; her child, *Lavina*, about seven months; *Daphné*, about eighteen years; her child, *Lemos*, about six months; *Charity*, about forty years; *Venus*, about seventeen years; *Louisa*, about fifteen years; *Sarah*, about twelve years; *Benc*, about fifteen years; *Bob*, about twenty-one years; *Dick*, about seventeen years; *Nancy*, about fifteen years; *Benk*, about fifteen years; *Solomon*, about ten years, and *Richard*, about eight years, being in number *one hundred and two*, all slaves for life, then employed on the plantation of the said defendants, in the Parish of Rapides, and State of Louisiana, together with all the increase of the said slaves during the continuance of the said mortgage. And your orators further say that, subsequently to the said sixth day of June, in the said year of our Lord one thousand eight hundred and thirty-seven, and after the said sum of forty-five thousand dollars so loaned, as aforesaid, by your orators, to the said defendants, have been by them received, and by them appropriated to their own use, and after their said obligation for that sum, so executed by their attorney in fact aforesaid, had become due and payable unto your orators, the said defendants, refusing to make such payment, and opposing and resisting the just claim and demand of your orators therefor, set up and alleged that at the time of the execution of the power of attorney to the said Cuney, by the said defendants (the date whereof was on or about the sixth day of April, in the year of our Lord one thousand eight hundred and thirty-seven), and at the time when the aforesaid mortgage was made and subscribed, on their behalf, by the said Cuney, as their attorney in fact (that is to say, on the sixth day of June, in the year of our Lord one thousand eight hundred and thirty-seven), she, the said Jeanetta Kirkland, had not attained the age of majority, but was, in fact, then a minor, a fact of which your orators were then wholly ignorant; and thereupon the said obligation for forty-five thousand dollars, and the aforesaid mortgage, executed in behalf of the said defendants, by the said Cuney, as their attorney in fact as aforesaid, became thereafterwards a subject of difference and controversy

between your orators on the one side and the said defendants on the other side, your orators claiming the payment and reimbursement of the said sum of forty-five thousand dollars, so loaned and advanced, as aforesaid, in good faith, on their part, and they, the said defendants, refusing to make the said payment and reimbursement, on the ground that the said mortgage and obligation were vitiated by the fact that the power of attorney aforesaid, under which the same had been executed, was the act of a minor, who had not the capacity to act. And your orators further say, that afterwards certain persons acting as the friends of the said Jeanetta Kirkland, and in her behalf, proposed certain arrangements to your orators, to enable the said defendants to pay to your orators the said sum of forty-five thousand dollars, gradually, and without difficulty, which proposed arrangements were accepted by your orators, and by the said defendants. And your orators further say that, in pursuance of the said arrangements so accepted, and at the express wish and instance of the said defendants, in consideration of the receipt of the aforesaid sum of forty-five thousand dollars, loaned and advanced to them by your orators, as aforesaid, the said defendants, on the twenty-second day of May, in the year of our Lord one thousand eight hundred and forty-one, at the Parish of Rapides, in the said State of Louisiana, while they, the said defendants, were residents in the said parish, and citizens of the said State, made, executed, and delivered to your orators a certain contract and obligation of that date, by them signed, the said Jeanetta Kirkland then and there being thereunto and therein aided, assisted and authorized by her said husband, the said Josiah S. Stafford, in due accordance with the laws and usages of the said State of Louisiana, in and by which said contract and obligation the said defendants acknowledged themselves to be jointly and severally indebted to your orators, by the name and description of the Union Bank of Louisiana, in a sum of thirty thousand dollars, for a loan of money before that time made to them by your orators, which said sum they, the said defendants, in and by their said obligation, acknowledged to have received, renouncing the benefit of the exception *non numerata pecunia*, and which sum of thirty thousand dollars they bound themselves thereby *in solido*, their heirs, executors, and administrators, to pay to your orators, at their banking-house, in the city of New Orleans, aforesaid, in manner following, that is to say: from the first day of March, in the year of our Lord one thousand eight hundred and forty-one, to the first day of March, in the year of our Lord one thousand eight hundred and forty-four, the said defendants thereby engaged to pay annually, and regularly, the interest on the said sum of thirty thousand dollars, at the rate of seven per cent. per annum; and from the first day of March, in the year of our Lord one thousand eight hundred and fifty-four up to the first day of March, in the year of our Lord one thousand eight hundred and fifty-one, they, the said defendants, by their said obligation, jointly and severally, further promised and engaged to pay the said sum of thirty

thousand dollars in eight annual instalments, with the interest thereon, eon, at the rate aforesaid, in advance, to wit: as follows,

First. On the first day of March, in the year of our Lord one thousand eight hundred and forty-four, the sum of three thousand seven hundred and fifty dollars, as the first instalment, with interest in advance on the remaining seven instalments, at the rate of seven per cent. per annum.

Second. On the first day of March, in the year of our Lord one thousand eight hundred and forty-five, the further sum of three thousand seven hundred and fifty dollars, as the second instalment, with interest in advance on the remaining six instalments, at the rate aforesaid.

Third. On the first day of March, in the year of our Lord one thousand eight hundred and forty-six, the further sum of three thousand seven hundred and fifty dollars, as the third instalment, with interest in advance on the other five instalments, at the rate aforesaid.

Fourth. On the first day of March, in the year of our Lord one thousand eight hundred and forty-seven, the further sum of three thousand seven hundred and fifty dollars, as the fourth instalment, with interest in advance on the other four instalments, at the rate aforesaid.

Fifth. On the first day of March, in the year of our Lord one thousand eight hundred and forty-eight, the further sum of three thousand seven hundred and fifty dollars, as the fifth instalment, with interest in advance on the other three instalments, at the rate aforesaid.

Sixth. On the first day of March, in the year of our Lord one thousand eight hundred and forty-nine, the further sum of three thousand seven hundred and fifty dollars, as the sixth instalment, with interest in advance on the other two instalments, at the rate aforesaid.

Seventh. On the first day of March, in the year of our Lord one thousand eight hundred and fifty, the further sum of three thousand seven hundred and fifty dollars, as the seventh instalment, with interest in advance on the other instalment, at the rate aforesaid.

Eighth. On the first day of March, in the year of our Lord one thousand eight hundred and fifty-one, the further sum of three thousand seven hundred and fifty dollars, as the eighth and last instalment.

And that the said defendants, in and by their said obligation, further agreed and bound themselves that the *mere* failure on their part to pay any or either of the said instalments, or any or either of the several amounts of interest to be paid as aforesaid, should be sufficient cause to foreclose the mortgage by which the said obligation was secured (which mortgage is hereinafter more particularly and fully set forth), and to enforce the payment thereof, by such legal process as the nature of the case should or might require.

And your orators further say that, in pursuance of the arrangements accepted by your orators and the said defendants as aforesaid, and inasmuch as the above-mentioned sum of thirty thousand dollars was all and the only part of the before-mentioned sum of forty-five thousand dollars for which the said Jeanetta Kirkland would consent to become so bound, and inasmuch as, after deducting the said sum of thirty thousand dollars, there was still due to your orators the further sum of nineteen thousand nine hundred and ninety-five dollars and eighty-two cents, at the time of the execution of the second obligation hereinbefore mentioned, the said Josiah S. Stafford alone executed his two promissory notes in favor of your orators, each for the sum of nine thousand nine hundred and ninety-seven dollars and ninety-one cents, and each bearing date the twenty-second day of May, in the year of our Lord one thousand eight hundred and forty-one, payable at the banking-house of your orators, in New Orleans aforesaid, at nine and ten years from date thereof, with interest at the rate of seven per cent. per annum, from the said date until paid. And your orators further say that, in accordance with the express and declared wish and intention of the said Jeanetta Kirkland, touching the mode and manner of carrying into effect the said arrangements, and her declared wish to give some security to your orators for the payment of a sum of money which she acknowledged to have been loaned by your orators to her said husband and herself, for the purpose of assisting them in their pecuniary matters and transactions, and for the purpose particularly of paying a large amount of debts by herself due, a certain act and mortgage bearing even date with the obligation last herein described (to wit: on the twenty-second day of May, in the year of our Lord one thousand eight hundred and forty-one), at the Parish of Rapides aforesaid, was duly signed, executed, passed, and acknowledged on the day of the said date, to and in favor of your orators, in accordance with the laws and usages of the said State of Louisiana, before one George Richard Waters, then the Parish Judge of the said parish, and ex-officio Notary Public, which act and mortgage, at the express wish and desire of the said Jeanetta Kirkland, she being duly aided, assisted, and authorized therein, and in the premises by her said husband, Josiah S. Stafford, was conceived and drawn in such terms as to contain, at full length, the amount of her obligation to your orators, the mode and time of payment of the same, and the liabilities which she then and there contracted and incurred. And your orators further say that, in and by the said act and mortgage, bearing date the twenty-second day of May, in the year of our Lord one thousand eight hundred and forty-one, as aforesaid, the said Jeanetta Kirkland acknowledged herself to be indebted, jointly and in solido with her said husband, Josiah S. Stafford, to and in favor of your orators, the said Union Bank of Louisiana, in the sum of thirty thousand dollars, she, the said Jeanetta Kirkland, therein and thereby consenting to become bound for the payment

of the obligation first hereinbefore described, which the said Stephen E. Cuney executed in her name and that of her said husband, only to the amount and extent of the said sum of thirty thousand dollars. And your orators further say that the said Jeanetta Kirkland, in and by the said last-named mortgage, being therein duly authorized, aided, and assisted by her said husband, did declare and engage that, whereas the act and mortgage subscribed in her name and that of her said husband, by the said Stephen E. Cuney, to secure the sum of forty-five thousand dollars, as aforesaid, was executed during her minority; and whereas she was willing, and it was her intention to cure and do away with any defect, vice, or informality which might exist in the said act and mortgage, and which might thereby vitiate, impair, or put in jeopardy the rights, claims, and privileges which your orators expected to derive from the said act and mortgage in return, and as a just compensation for the amount of money which was by your orators loaned and advanced, honestly and in good faith, for the purposes hereinbefore specified; she, at the time of the execution of the said act and mortgage, bearing date the twenty-second day of May, in the year of our Lord one thousand eight hundred and forty-one, had arrived at the age of majority, and that she then possessed the capacity to enter into any lawful contract or obligation, with her said husband's consent and authorization; and that she did then and there, in and by the said last act and mortgage, avowing that she acted in that behalf, of her own free will and accord, and without any compulsion or coercion of her said husband, for the purpose of securing to your orators the payment of the said sum of thirty thousand dollars, for which she had consented to become liable and indebted as aforesaid, and for the purpose of holding your orators harmless, in consequence of the defect or vice hereinbefore specified, did approve, ratify, and confirm, so far as the same might serve to secure the said sum of thirty thousand dollars, the above-described mortgage bearing date the sixth day of June, in the year of our Lord one thousand eight hundred and thirty-seven, and passed before Adolphe Mazureau, Notary Public, in the city of New Orleans aforesaid, in favor of your orators to secure the payment to them of the said sum of forty-five thousand dollars, so by them lent and advanced, as aforesaid, to the said defendants; and that she, the said Jeanetta Kirkland, then and there, to wit, on the twenty-second day of May, in the year of our Lord one thousand eight hundred and forty-one, at the Parish of Rapides aforesaid, in and by her said act and mortgage, did bind herself, jointly and in solido with her said husband, to and in favor of your orators, for the full and entire payment of the said sum of thirty thousand dollars, and did therein and thereby consent that, in case of failure on the part of her said husband or herself to pay that sum at the times and in the manner therein, and in the obligation last herein described and set forth, then that your orators should be, and thereby were fully authorized, for the purpose of

recovering the said sum of thirty thousand dollars, to seize the mortgaged property, to wit, the slaves hereinbefore described, in whose hands soever the same might be found, and the same to cause to be sold according to law. And your orators further say that the said defendants, in and by their said act and mortgage of the twenty-second of May, in the year aforesaid, with a view as they both therein declare to quiet your orators and place their security for the said sum of thirty thousand dollars beyond dispute, and out of the reach of any future controversy, did jointly and in *solido* confirm the said mortgage granted in their names by the said Stephen E. Cuney, on the sixth day of June, in the year of our Lord one thousand eight hundred and thirty-seven, as binding and obligatory upon them jointly and severally to the amount and extent of the said sum of thirty thousand dollars; and that they, the said defendants, further declaring and reciting, in and by their said act and mortgage of the twenty-second day of May, in the year aforesaid, it to be their earnest wish to give positive assurance of their intention to secure amply and fully and satisfactorily the said sum of thirty thousand dollars, and to furnish proof of their disposition to pay the same, they the said defendants did thereby, in addition to their aforesaid express ratification of the said original mortgage, jointly and severally mortgage and hypothecate to and in favor of your orators all the slaves mentioned and embraced in the said original mortgage, the said slaves being the same before herein described. And your orators further say that it was understood by themselves and the said defendants, and was in and by the said act and mortgage of the twenty-second day of May, in the year aforesaid, provided and stipulated, that the same and the one of the sixth day of June, in the year of our Lord one thousand eight hundred and thirty-seven, should be considered as one mortgage, and that the said last-mentioned mortgage should remain in full force and effect until the said sum of thirty thousand dollars should be paid, and that no clause or stipulation contained in the mortgage of the twenty-second of May, in the year aforesaid, should be construed as operating a *novation* of the said original debt. And your orators further say that the said defendants, in and by their said mortgage of the twenty-second day of May, in the year aforesaid, further bound themselves not to sell, alienate, mortgage or deteriorate to the prejudice of the said mortgage the slaves so mortgaged as aforesaid, and did therein and thereby confess judgment for the said sum of thirty thousand dollars, to be paid as hereinbefore set forth. And your orators further say that the said Jeanetta Kirkland, in executing, acknowledging, and passing the said act and mortgage before the said George Richard Waters, Parish Judge, and ex-officio Notary Public as aforesaid, being thereunto authorized by her said husband, did thereby declare that, in becoming a party to the said act and mortgage, it was her wish and intention to release for the purposes therein stipulated in favor of your orators, and that she did thereby, of her own free will and accord, release in their favor

all her rights, and claims, and privileges which she might have on the said mortgaged property, for the security of her matrimonial, dotal, paraphernal and other rights, whether resulting from her marriage with the said Josiah S. Stafford, or otherwise, and being then advised by the said Waters, out of the presence and hearing of, and apart from her said husband, of the nature and extent of her matrimonial, dotal, paraphernal and other rights secured to her by the laws and usages of the said State of Louisiana, she declared herself fully acquainted therewith, and her said husband immediately thereafterwards being present aiding, and assisting, and authorizing his said wife in this behalf, she did by the said act make a formal renunciation of all and singular her aforesaid rights to and in favor of your orators for the purposes in the said act stipulated, binding herself and her heirs at all times to sustain and acknowledge the full force and validity thereof. And your orators further say that afterwards, to wit, on the first day of July, in the year of our Lord one thousand eight hundred and forty-one, by their act of that date signed by Christopher Adams, Jun., then President of the said Union Bank of Louisiana, and passed before Adolphe Mazureau, then a Notary Public within and for the said city, they, your orators, did in due form accept the aforesaid act and mortgage of the twenty-second of May, in the year aforesaid, with all the clauses, conditions, stipulations, and agreements therein contained, and also the said renunciation of the said Jeanetta Kirkland of all her rights as aforesaid, without exception or reserve. And your orators further say that all the matters, facts, and things hereinbefore stated and set forth will more fully and distinctly, and at large appear by reference to certified and true copies of the two said acts and mortgages, and of the act of acceptance last herein mentioned, and your orators crave leave to refer to the same upon the hearing of this cause. And your orators further say that the aforesaid obligation for the sum of thirty thousand dollars, and the said act and mortgage of the twenty-second day of May, in the year aforesaid, are still in full force, and the said mortgage still operates upon all and singular the afore-mentioned slaves, and that the said defendants have never paid any of the instalments, which according to the tenor of the said obligation were due and payable prior to the filing of this bill, but have failed and refused so to do, by and by reason of the premises the whole of said sum of thirty thousand dollars is now and has long been due and payable, and that your orators are entitled and now claim to have the payment thereof with interest at the rate aforesaid, enforced by the foreclosure of the said mortgage, and the sale of the said mortgaged slaves, under a decree of this honorable court. And your orators further say that, from and after the date of the original mortgage hereinbefore described, to wit, the sixth day of June, in the year of our Lord one thousand eight hundred and thirty-seven, up to or about the twenty-eighth day of February, in the year of our Lord one thousand eight hundred and forty-five, the said mortgaged slaves remained in the

said State of Louisiana, in the possession of the said defendants, subject to the rights of your orators, under the aforesaid mortgages, during all of which time, as long before, the defendants continued to be citizens of the said State of Louisiana; and that by force of the laws of the said State, and by the provisions and effect of the aforesaid acts and obligations, they could not lawfully remove the said mortgaged slaves out of the limits thereof, without first paying and discharging their aforesaid obligation for the sum of thirty thousand dollars with interest on the same at the rate aforesaid, of all of which the said defendants were well knowing. And your orators further say that the said defendants, on or about the twenty-eighth day of February aforesaid, in the year of our Lord one thousand eight hundred and forty-five, unlawfully and with intent to defraud your orators of their just rights in the premises, and of their claims, liens and privileges upon and touching the said slaves, by reason of the mortgages aforesaid, and in prejudice of the said mortgages, did fraudulently and without the consent or knowledge of your orators remove and transport, and cause to be removed and transported all the aforesaid slaves, and their increase so mortgaged as aforesaid, out of the said State of Louisiana, and into the then Republic, now the State and District of Texas; and ever since that time, the said defendants have therein unlawfully and in prejudice of the aforesaid mortgages, and in violation of their aforesaid obligations, agreements, stipulations and acts, and with intent further to defraud your orators in the premises, held and detained, and still hold and detain the said slaves and their increase, in bad faith to your orators; and they have no property in the said State of Louisiana, as your orators verily believe and assert to be true, belonging to the said defendants or either of them, whereby payment of their said obligation can be enforced and obtained. And your orators further say that, as they are informed, and verily believe and declare to be true, the said defendant, Josiah S. Stafford, since his bringing the said slaves to Texas as aforesaid, has often threatened to remove them out of the limits of the State and district, and even to convey them into Mexico, if such a step should be necessary to prevent your orators from causing the same to be seized by virtue of their aforesaid liens and claims, which threats your orators verily believe and allege that the said Josiah S. Stafford will carry into effect, if in his power so to do, rather than permit the said slaves to be taken out of his possession; and that moreover he will endeavor so to secrete and scatter the said slaves as to render any process of this honorable court and pursuit of them, in behalf of your orators ineffectual: and that should the said slaves so mortgaged to your orators as aforesaid be suffered to remain in the possession of the said Josiah S. Stafford, during the pendency of this cause, or even after he shall be notified of its inception, he will immediately thereupon, as your orators verily believe, waste, secretly dispose of, or fraudulently sell and scatter, and secure the proceeds of such illegal acts to his own use and to

the use of his said wife, and that thus a final decree of your Honor, if one should be obtained in favor of your orators, would be of little or no benefit to them; and they submit to your Honor, in consideration of the premises, that a receiver should be appointed upon the filing of this bill, and authorized to take into his possession, and safely hold during the pendency of this cause all the aforenamed and described mortgaged slaves, to the end that the same may be forthcoming to abide the final decree of your Honor in this cause, and the appointment of such receiver is here sought and claimed by your orators. And your orators further say that since the unlawful transportation of the said slaves to Texas as aforesaid, and before the commencement of these their proceedings in this court, they, through their agent, in this behalf authorized, requested the said defendants, by application to their attorney, to act towards your orators in such way as is equitable and just, and to desist from the unlawful holding and detaining of the said slaves hereinbefore mentioned. *And your orators had well hoped* that such their reasonable requests would have been complied with.

But now so it is, may it please your Honor, that the said defendants, combining and confederating together and with divers other persons at present unknown to your orators (but whose names when discovered your orators pray they may be at liberty herein to insert, and so to make them parties defendant hereto with proper and apt words to charge them), and contriving how to wrong and injure your orators in the premises, absolutely refuse to comply with such requests; and the said defendants, as color for such refusal, sometimes pretend that neither they nor either of them are liable for the payment of the aforesaid sum of thirty thousand dollars, nor any portion thereof, and that the afore-described mortgages, liens, hypothecations, agreements, stipulations and acknowledgments are not binding upon the said mortgaged slaves nor any of them, nor in any manner against the said defendants or either of them, by virtue of the laws of Texas: and that the said mortgages and liens cannot be enforced in this State, and that your orators are not entitled to the relief sought by this bill, but only to a portion of such relief: Whereas your orators expressly charge the direct contrary thereof to be true, and further charge that the said defendants, by virtue of their obligation hereinbefore described and aforesaid act of mortgage, both bearing date the twenty-second day of May, in the year of our Lord, one thousand eight hundred and forty-one, are jointly and in *solido* bound to your orators for the payment of the said sum of thirty thousand dollars with interest thereon as aforesaid: and that the said act and mortgage binds and operates upon all and singular the aforesaid slaves and their increase: and that your orators are entitled to have the said mortgage foreclosed, and the said mortgaged slaves seized and sold for the payment of the said sum and interest, in accordance with the terms, tenor and provisions of the said act and mortgage, and the stipulations and agreements therein contained: and a decree to the effect

aforesaid is here sought by your orators. And your orators further charge that there are now in the separate possession of each of the said defendants or under their control, some writings, deeds, books, papers, memoranda, letters, copies of letters, receipts, vouchers, printed papers, and papers with writing on, having relation to or making allusion to the matters in question, or some one or more of them, whereby the truth of the statements and charges aforesaid or some of them would clearly and fully appear: and of each of which writings, deeds, books, papers, memoranda, letters, copies of letters, receipts, vouchers, printed papers, and papers with writing on, as aforesaid, your orators here seek from each of the said defendants descriptive and full particulars, with all proper dates and descriptions therein distinctly set forth, so that the parties and matters alluded to by the contents of the same may be plainly and succinctly manifest.

All which actings, doings, refusals and pretences are contrary to equity and good conscience, and tend to the manifest wrong and injury of your orators in the premises. In tender consideration whereof, and forasmuch as your orators are remediless at and by the strict rules of the common law, and cannot have adequate relief except in a Court of Equity, where matters of this and the like nature are properly cognizable and relievable:

To the end therefore that the said defendants may, if they can, show why your orators should not have the relief hereby prayed, and may upon their several and respective corporal oaths, and according to the best and utmost of their several and respective knowledge, remembrance, information and belief, full, true, direct and perfect answer make to such of the several interrogatories hereinafter numbered and set forth, as by the said note here underwritten they are respectfully required to answer, that is to say:

1. Whether it is not true that the said defendants did execute their obligation hereinbefore described as bearing date the twenty-second day of May, in the year of our Lord one thousand eight hundred and forty one, for the sum of thirty thousand dollars, payable by instalments with interest thereon as afore stated, in favor of your orators? Whether the said obligation was not executed in the manner and form and for the purposes herein alleged? Whether the same was not secured by an act of mortgage passed before George Richard Waters in the manner and on the day hereinbefore stated, and duly executed by the said defendants?

2. Whether the said act of mortgage is not truly and properly described herein; and whether the tenor, terms, agreements, stipulations, and provisions of the said act of mortgage were not in substance and effect as they are herein stated to be; if nay, then in what respect, and how in each and every respect, do they vary from what they are herein stated to be?

3. Whether it is not true that the several matters and causes which led to and induced the making, and executing and passing the

said obligation, and the said act of mortgage, were the same in substance and effect as herein stated? Are they not the same matters and causes which are set forth in the defendants' said act of mortgage? Are they not truly therein set forth? If nay, wherein, in every particular, are they not truly set forth in the said act? Wherein in every particular do they vary from those set forth in the said act? Wherein, in every particular, do the said matters and causes, or any of them vary or differ from what they are herein alleged to be?

4. Whether it is not true that the express and declared wishes and intentions of the defendant, Jeanetta Kirkland, set forth in this bill, did in substance and effect correspond and agree with such wishes and intentions as set forth in the said act of mortgage? If nay, wherein in every particular is there a variance? Were those declared wishes and intentions the real wishes and intentions of the said Jeanetta Kirkland? Are they now so? If nay, what were then and what are now her real wishes and intentions touching the same matters?

5. Whether it is not true that the said defendants were citizens of the State of Louisiana, and residents of the Parish of Rapides therein, at and during the time they are alleged to have been such citizens and residents in this bill? If nay, then where was the actual residence of the defendants during the said times? When and at what time or times did the said defendants reside in the said State of Louisiana, and in what parish therein?

6. When did the defendant, Josiah S. Stafford, first remove to Texas? How many slaves did he bring or cause to be brought to Texas? When did the defendant, Jeanetta Kirkland, first remove to Texas? How long have they respectively resided in Texas? In how many and what counties in Texas have the said defendants or either of them kept the slaves in their possession? How often and at what times have they removed the said slaves so brought with them, or any, and what number of them from place to place in Texas, and from what to what places?

7. Whether it is not true that the said defendant, Josiah S. Stafford, has resorted to many and divers, and what means, to prevent the seizure of the said slaves or some or any of them, at the suit or for the benefit of your orators?

8. Whether it is not true the removal or transfer or transportation of the said slaves from the State of Lousiana to Texas was against the laws of the former State? Whether such removal, transfer, or transportation, at the time and under the circumstances hereinbefore stated, was not a felony by virtue of a statute of the said State? Whether among the writings, papers, etc., charged to be in the possession of the said defendants, there be not a copy of an indictment found by the grand jury in the said Parish of Rapides, against the said Josiah S. Stafford for such unlawful removal, transfer or transportation of said slaves? If aye, your orators pray that such copy be produced at the hearing of this cause?

And that each of the said defendants may be bound by all the proceedings in this cause; and that a receiver be at once appointed and authorized by this honorable court, upon such terms and with such directions as to the court may seem meet, and shall be empowered and directed to take into his possession, without delay, and safely hold and keep during the pendency of this cause, so that he shall have them forthcoming to abide the final decree of this honorable court herein, all and several the negro slaves before described in this bill, and now, if living, of the ages and descriptions following; that is to say:—*Little Ben*, now aged about thirty-one years; *William*, about ——— years; *Friday*, about thirty-five years; *Bob Davenport*, about thirty-two years; *Sam McClure*, about thirty-nine years; *Peter*, about forty-four years; *Louis Blacksmith*, about forty years; *Paul*, about forty-seven years; *Jacob*, about fifty-one years; *Jack*, about forty-eight years; *Alonzo*, about thirty-seven years; *Perry*, about twenty-seven years; *Sam Rogers*, about forty-three years; *Little Sam*, about twenty-eight years; *Jim*, about twenty-seven years; *Pierre*, about twenty-nine years; *Stephen*, about twenty-eight years; *Austin*, about twenty-nine years; *Little Lewis*, about twenty-seven years; *George Lee*, about thirty-one years; *Edmund Bell*, about thirty-nine years; *Willis*, about thirty-five years; *Lewis*, about twenty-eight years; *Ben McClure*, about twenty-five years; *Britton*, about thirty-four years; *Frank*, about thirty years; *Zachariah Carpenter*, about forty-two years; *Ned*, about twenty-seven years; *Phillip*, about sixty-six years; *Jerry*, about sixty-one years; *Blaize*, about sixty-one years; *Alfred*, about twenty-eight years; *Albert*, about twenty-six years; *Wallace*, about twenty-eight years; *Henry*, about forty-one years; *Lewis Rogers*, about forty-six years; *Tom*, about twenty-eight years; *George*, about twenty-four years; *Dublin*, about thirty-nine years; *Maria*, about forty-six years; and her two children *Louisa* and *Eliza*; *Cloe*, about thirty-six years; *Charlotte*, about eighteen years; and *Patsey*, about sixteen years; *Fanny*, about forty-seven years; and her child *Amanda*, about fifteen years; *Big Jane*, about forty-eight years; her three children, *Margaret*, twenty-one years; *Manuel*, nineteen years; and *Washington*, thirteen years; *Old Harriet*, about thirty-five years; her child *Philip*, about twenty-two years; *Vicey*, about thirty-seven years; and her two children *Peggy*, seventeen years, and *John Dixon*, twelve years; *Henry*, about thirty years; and her child *Charles*, about eleven years; *Clarissa*, about thirty-two years; *Anny*, about thirty years; and her child *Harriet*, about eleven years; *Jenny*, about sixty-one years; *Charlotte*, about twenty-eight years; *Mary*, about forty-two years; and her two children *Juliet*, about twenty-one years; and *Mary*, about fourteen years; *Hortense*, about thirty-eight years; and her two children, *Nannette*, about twenty-two years, and *Mary Ann*, about sixteen years; *Caroline*, about thirty-one years; *Mary Haie*, about twenty-nine years; *Big Mary*, about forty-seven years; *Sally*, about twenty-seven years; *Pleasant*, about twenty-seven years; *Violet*, about

twenty-eight years; *Hester*, about forty-five years; *Big Charlotte*, about forty-years; *America*, about thirty-two years; *Elvira*, about twenty-nine years; *Minerva*, about twenty-seven years; *Cynthia*, about forty-nine years; *Minta*, about twenty-six years; *Judy*, about thirty-three years; and her two children, *Maria*, about fourteen years, and *Tom*, about eleven years; *Maria Johnson*, about thirty years; her child *Lavinia*, about eleven years; *Daphné*, about twenty-nine years; her child *Lemos*, about eleven years; *Charity*, about fifty-one years; *Venus*, about twenty-eight years; *Louisa*, about twenty-six years; *Sarah*, about twenty-three years; *Benc*, about twenty-six years; *Bob*, about thirty-two years; *Dick*, about twenty-eight years; *Nancy*, about twenty-six years; *Benk*, about twenty-six years; *Solomon*, about twenty-one years, and *Richard*, about nineteen years; being in number *one hundred and two*, all slaves for life, together with all singular *their increase* from the sixth day of June in the year of our Lord one thousand eight hundred and thirty-seven aforesaid, and also that a writ of assistance, in due form at once issue from this honorable court, directed to the Marshal of the United States of America for the district aforesaid, or to any of his lawful deputies commanding and requiring him and them to aid, protect and assist the said receiver so appointed and authorized as aforesaid, in taking into his possession, under the order and direction of this honorable court, all and singular the said slaves and their increase aforesaid; and further commanding and requiring the said marshal or any of his lawful deputies to use all lawful means that may—necessary or proper to place the said receiver in the perfect and quiet possession of the said slaves and their increase aforesaid; and also, that an account be taken under the direction of this honorable court, of the amount of money, both as principal and interest remaining due to your orators from the said defendants at the final decree of your honor in this cause, by virtue of the premises, and that the said defendants may be decreed to pay to your orators the whole of said amount of money, so found to remain due as aforesaid, together with the just costs of your orators herein, at a short day to be fixed by your honor, and also that in default of such payment, so decreed to be made by the said defendants to your orators, the said Josiah S. Stafford, and Jeanetta Kirkland, his said wife, defendants hereto, and all others claiming under and from both or either of them may, by the decree of your honor, be forever and absolutely barred and foreclosed of and from all equity of redemption, and of and from all and every claim, right, and interest in and to the said slaves hereinbefore described, and their said increase, or any one of them, and may deliver over to your orators all deeds, evidences and writings relating to and affecting the said slaves or any of them. And that the Marshal of the United States of America for the district aforesaid or any of his lawful deputies may be commanded and directed, by the final decree of your honor herein, and by an order of sale, in due form, issuing from this honorable

court, to receive from the possession and custody of the said receiver at a certain day and place to be fixed by your honor, all and singular the said slaves and their said increase, then being in the possession and custody of the said receiver; and, after such advertisement and in such way and with such formalities, as by the course of proceeding in this court is usual, or may be directed to your honor, to expose all and singular the slaves so received as aforesaid and their said increase, for sale, at public auction, to the highest bidder, for cash, and to receive the money so made as proceeds of such sale, and to retain the same subject to the decree of this honorable court; and also, that in and by the said final decree, the said marshal, or any of his lawful deputies, be commanded and directed to pay over to your orators, out of the proceeds of the said sale, the whole amount found and decreed to be due to your orators, as aforesaid, if sueh proceeds be sufficient, and if not, then to pay over all the proceeds of the said sale, in part satisfaction of the decree of your honor herein. And also that the said marshal or any of his lawful deputies be commanded and directed by the final decree of your honor, and authorized thereto by a writ of sequestration, in due form, to seize and take into his or their possession, and them safely keep, all and singular of the afore-described slaves and their increase as aforesaid, not in the possession of the said receiver at the time of the said final decree, and at the expiration of one month from the time of the seizure of each such slave to expose such slave or slaves for sale in the manner and for the purpose aforesaid, and to apply the proceeds of such sale in the same manner as the proceeds of the sale aforesaid; provided that the said defendants do not voluntarily surrender into the possession of the said receiver or the said marshal all the slaves aforesaid and their said increase, as by the final decree of your honor your orators pray they may be directed and required to do. And also, that your orators may have such further and other process to enforce the said final decree, and generally such other and further relief as to your honor may seem meet.

May it please your honor to grant to your orators a writ of subpœna, issuing in due form from this honorable court, directed to Josiah S. Stafford, and Jeanetta Kirkland his wife, the defendants to *the* this bill of complaint, commanding and requiring them and each of them, under a certain penalty therein to be limited, and at a day certain to be and appear in this honorable court, in the city of Galveston, and then and there full, true, direct and perfect answer make to all and singular the interrogatories hereinbefore stated and set forth, and further to stand to, abide and perform such further order, direction and decree as to your honor may seem meet in the premises, and also to grant to your orators such other and immediate process, during the pendency of this cause, as is hereinbefore specially prayed, and as may seem just and necessary herein, and your orators will ever pray.

ALLEN, JOHNSON, and HALE,

Galveston, 1848. *Of Counsel for Orators.*

Note.—Each of the said defendants hereto is required to answer each and all the interrogatories set forth in this bill, and numbered from 1 to 8 inclusive.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD, and JEANETTA KIRKLAND, his WIFE.

District Court of the United States. In Equity.

We, Ebenezer Allen and William G. Hale, solicitors of this honorable court, do hereby severally make oath and say, that we have carefully read that part of the bill of complaint in the above entitled cause, which contains the statement of the facts upon which the same is founded; and that we are now and were before well acquainted either by personal knowledge, or by credible and undoubted information, with the facts therein stated and set forth: that we do verily believe that all the material statements so contained in the stating part of the said bill are true as therein set forth, except that we cannot certainly say that the exact amount therein alleged to be still due the complainants in said bill is now so due, but we believe that no considerable sum thereof has yet been paid; that we do in particular verily believe, and have good cause to believe, that the said defendants to the said bill will upon hearing of the commencement of the proceedings in this cause, immediately attempt to remove the slaves described in the said bill as mortgaged to the complainants, without the jurisdiction of this court and beyond reach of the final process thereof, and that there is immediate and urgent need of the appointment of a receiver, who may take into his custody the said mortgaged slaves, until the final determination of this cause; and that there is no agent or lawful attorney of the said complainants, except ourselves, now within this district, who could now make oath to the said facts.

EBNR. ALLEN,
WILLIAM G. HALE.

Sworn to and subscribed by E. Allen, before me, this 24th January, 1848.

THOS. BATES,
Clerk.

Subscribed and sworn to before me, this 5th day of February, 1848.

JOHN C. WATROUS,
U. S. Judge.

Afterwards, to wit: on the said fifth day of February, in the year of our Lord one thousand eight hundred and forty-eight, an order in the said cause was made by the Honorable John C. Watrous, Judge of the said court, in the words following to wit:—

court, to receive from the possession and custody of the said receiver at a certain day and place to be fixed by your honor, all and singular the said slaves and their said increase, then being in the possession and custody of the said receiver; and, after such advertisement and in such way and with such formalities, as by the course of proceeding in this court is usual, or may be directed to your honor, to expose all and singular the slaves so received as aforesaid and their said increase, for sale, at public auction, to the highest bidder, for cash, and to receive the money so made as proceeds of such sale, and to retain the same subject to the decree of this honorable court; and also, that in and by the said final decree, the said marshal, or any of his lawful deputies, be commanded and directed to pay over to your orators, out of the proceeds of the said sale, the whole amount found and decreed to be due to your orators, as aforesaid, if sueh proceeds be sufficient, and if not, then to pay over all the proceeds of the said sale, in part satisfaction of the decree of your honor herein. And also that the said marshal or any of his lawful deputies be commanded and directed by the final decree of your honor, and authorized thereto by a writ of sequestration, in due form, to seize and take into his or their possession, and them safely keep, all and singular of the afore-described slaves and their increase as aforesaid, not in the possession of the said receiver at the time of the said final decree, and at the expiration of one month from the time of the seizure of each such slave to expose such slave or slaves for sale in the manner and for the purpose aforesaid, and to apply the proceeds of such sale in the same manner as the proceeds of the sale aforesaid; provided that the said defendants do not voluntarily surrender into the possession of the said receiver or the said marshal all the slaves aforesaid and their said increase, as by the final decree of your honor your orators pray they may be directed and required to do. And also, that your orators may have such further and other process to enforce the said final decree, and generally such other and further relief as to your honor may seem meet.

May it please your honor to grant to your orators a writ of subpœna, issuing in due form from this honorable court, directed to Josiah S. Stafford, and Jeanetta Kirkland his wife, the defendants to *the* this bill of complaint, commanding and requiring them and each of them, under a certain penalty therein to be limited, and at a day certain to be and appear in this honorable court, in the city of Galveston, and then and there full, true, direct and perfect answer make to all and singular the interrogatories hereinbefore stated and set forth, and further to stand to, abide and perform such further order, direction and decree as to your honor may seem meet in the premises, and also to grant to your orators such other and immediate process, during the pendency of this cause, as is hereinbefore specially prayed, and as may seem just and necessary herein, and your orators will ever pray.

ALLEN, JOHNSON, and HALE,

Galveston, 1848. *Of Counsel for Orators.*

Note.—Each of the said defendants hereto is required to answer each and all the interrogatories set forth in this bill, and numbered from 1 to 8 inclusive.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD, and JEANETTA KIRKLAND, his WIFE.

District Court of the United States. In Equity.

We, Ebenezer Allen and William G. Hale, solicitors of this honorable court, do hereby severally make oath and say, that we have carefully read that part of the bill of complaint in the above entitled cause, which contains the statement of the facts upon which the same is founded; and that we are now and were before well acquainted either by personal knowledge, or by credible and undoubted information, with the facts therein stated and set forth: that we do verily believe that all the material statements so contained in the stating part of the said bill are true as therein set forth, except that we cannot certainly say that the exact amount therein alleged to be still due the complainants in said bill is now so due, but we believe that no considerable sum thereof has yet been paid; that we do in particular verily believe, and have good cause to believe, that the said defendants to the said bill will upon hearing of the commencement of the proceedings in this cause, immediately attempt to remove the slaves described in the said bill as mortgaged to the complainants, without the jurisdiction of this court and beyond reach of the final process thereof, and that there is immediate and urgent need of the appointment of a receiver, who may take into his custody the said mortgaged slaves, until the final determination of this cause; and that there is no agent or lawful attorney of the said complainants, except ourselves, now within this district, who could now make oath to the said facts.

EBNR. ALLEN,
WILLIAM G. HALE.

Sworn to and subscribed by E. Allen, before me, this 24th January, 1848.

THOS. BATES,
Clerk.

Subscribed and sworn to before me, this 5th day of February, 1848.

JOHN C. WATROUS,
U. S. Judge.

Afterwards, to wit: on the said fifth day of February, in the year of our Lord one thousand eight hundred and forty-eight, an order in the said cause was made by the Honorable John C. Watrous, Judge of the said court, in the words following to wit:—

To THOMAS BATES, Esquire, Master in Chancery.

Order to appoint Receiver.

Forasmuch as it now appears to me, by the bill of complaint filed in this, the District Court of the United States of America, having and exercising the powers and jurisdiction of a circuit court of the same, for the District of Texas, in a certain cause, wherein the Union Bank of Louisiana is the party complainant, and Josiah S. Stafford, and Jeanetta Kirkland, his wife, are the party defendant, and by the affidavit of Ebenezer Allen and William George Hale, Esquires, thereto annexed, that sufficient reason exists for the appointment of a receiver, according to the prayer of the said bill: and forasmuch as I am willing that immediate remedy be granted before the coming in of the answer, you are hereby ordered to appoint a suitable person as a receiver of the negro slaves in said bill described, for the safe keeping and management of the same under such directions as the said court may from time to time give, such appointment to take effect from the time when the receiver so appointed shall execute and deliver to the marshal of the said district or any of his lawful deputies a bond in the penal sum of twenty thousand dollars, wherein the said receiver and two or more sufficient sureties shall be the obligors, which said bond shall be conditioned for the faithful management and safe —king of the said negro slaves, according to the directions of the said court as aforesaid: and you are further directed to make out a fair certificate of appointment, under your hand and seal, and cause the same to be delivered to the said receiver, as his authority herein.

Given at Chambers, under my hand and seal, this the fifth day of February, in the year of our Lord, one thousand eight hundred and forty-eight.

JOHN C. WATROUS, [SEAL.]
U. S. Judge.

Which said order was filed on the said day.

Afterwards, to wit, on the said fifth day of February, in the year of our Lord one thousand eight hundred and forty-eight, the said Union Bank of Louisiana, by Allen and Hale, their Solicitors, made a proposal before the Master for the appointment of a receiver in the words following, to wit:—

Proposal for Receiver.

Between

THE UNION BANK OF LOUISIANA
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND.

In Chancery.

The Union Bank of Louisiana, the party complainant in the above

entitled cause, proposes Peter M'Greal to be the receiver of the negro slaves in the bill of complaint in said cause described, for the safe keeping and management of the same during the pendency of the said cause, as prayed in the said bill, and also proposes Robert Mills, Joel Spencer, Robert J. Townes, Edward Purcell, Charles Power, Benjamin Gass, R. M. Collins, D. Hardiman, R. R. Brower, Charles Leonard, Patrick McGreal, John W. Harris and E. M. Pease, or any two or more of them to be the sureties of the said receiver.

The property whereof a receiver is directed to be appointed in the said cause is sufficiently described in the prayer of the said bill.

EBN. ALLEN,
Attorney in fact of the said party Complainant.
By WM. G. HALE.

ALLEN, JOHNSON & HALE,
Solicitors for Complainant.

To THOMAS BATES, Esquire, Master, etc.
Galveston, Feb. 5th, 1848.

Which said proposal was filed on the same day.

Afterwards, to wit, on the said fifth day of February, in the year of our Lord one thousand eight hundred and forty-eight, the Master made his report in the words following, to wit:—

Report of Master.

DISTRICT COURT OF THE U. S.,
In Chancery, District of Texas.

Between
THE UNION BANK OF LOUISIANA
and
JOSIAH S. STAFFORD and JEANETTA KIRKLAND, his WIFE.

I, Thomas Bates, Master in Chancery, to whom was referred the appointment of a receiver in the above entitled cause, respectfully report that the said Union Bank of Louisiana have proposed before me Peter MacGreal, of the County of Brazoria, to be appointed receiver of the property in question in this cause, that is to say, the negro slaves described in the bill of complaint therein, and Robert Mills, Joel Spencer, Robert J. Townes, Edward Purcell, Charles Power, Benjamin Gass, R. M. Collins, D. Hardiman, R. R. Brower, Charles Leonard, Patrick MacGreal, John W. Harris, and E. M. Pease, or any two or more of them, to be the sureties of the said receiver. And that having considered the same with all diligence, I have approved of the said proposal.

That the form of a bond, in the sum of twenty thousand dollars, to the effect required and set forth in the order of your honor, has

been allowed by me. And that I have therefore appointed the said Peter MacGreal to be the receiver, as aforesaid in the said cause, the appointment to take effect from the time of the execution of the said bond by himself and any two or more of the above-named persons, as sureties, and the delivery thereof to the marshal, or any of his lawful deputies, to be filed among the records of this court; and that I have issued a certificate of such appointment—all which is respectfully submitted.

THOS. BATES,
Master in Chancery, D. C. D. T.

To the Honorable JOHN C. WATROUS, Judge of the District Court of the United States for the District of Texas.

Galveston, Feb. 5th, 1848.

Which said report was filed on the said day.

Afterwards, to wit, on the said fifth day of February, in the year of our Lord one thousand eight hundred and forty eight, an order for the issuance of a Writ of Assistance in this cause was made by the Honorable the Judge of the said court, in the words following, to wit:—

Order for Writ of Assistance.

To the Clerk of the District Court of the United States, having and exercising the powers and jurisdiction of a Circuit Court of the United States, for the District of Texas.

Forasmuch as it now appears to me, from the bill of complaint filed in this court in the cause, wherein the Union Bank of Louisiana is the party complainant, and Josiah S. Stafford and Jeanetta Kirkland, his wife, are the party defendant; and by the affidavit of Ebenezer Allen and William George Hale, Esquires, thereto annexed, that the said Josiah S. Stafford and Jeanetta Kirkland will not voluntarily surrender the negro slaves described in the bill of complaint, in the said cause, to the possession of the receiver, appointed by Thomas Bates, Master in Chancery, under my former order of this date; but that they will, on the contrary, secrete the said negro slaves, or forcibly oppose and withstand the said receiver, in taking the same into his possession; and, forasmuch as I am willing that an immediate remedy may be granted herein, you are therefore hereby directed to issue a writ of assistance, in due form, to the marshal of the district aforesaid, or any of his lawful deputies, to the effect prayed in said bill of complaint.

Given under my hand and seal, at Chambers, this, the fifth day of February, in the year of our Lord one thousand eight hundred and forty-eight.

JOHN C. WATROUS, [L. S.]
Judge D. C. D. T.

3180.

Which said order was filed on the said day.

Afterwards, to wit: on the said fifth day of February, in the year of our Lord one thousand eight hundred and forty-eight, a writ of assistance was issued from the said court, in the words following, to wit:—

Writ of Assistance.

The President of the United States of America to the Marshal of the said United States, or any of his lawful deputies of the district of Texas, greeting:

Whereas, it appears in a certain cause instituted in the District Court of the said United States, having and exercising the powers and jurisdiction of a circuit court of the same, for your district of Texas, by the Union Bank of Louisiana against Josiah S. Stafford and Jeanetta Kirkland, his wife, amongst other things, that there is good and sufficient cause for the appointment of a receiver, as prayed in the bill of complaint in the said cause; and whereas, a receiver has accordingly been duly appointed, according to the practice of the said court; and whereas, it now further appears that the negro slaves, whereof such receiver has been so appointed, will or may not be voluntarily surrendered and delivered to the possession of the said receiver, by the persons now holding the same, but that such persons will forcibly oppose and withstand the said receiver in taking the said negro slaves into his possession, and otherwise obstruct and hinder the execution of the duties of his said office, to the great injury of private right and public justice.

Now, therefore, in order perfectly to prevent and remedy such injury, and to maintain and protect the rights of the citizens of these United States herein, you are hereby commanded to aid, protect, and assist the said receiver, to wit: Peter MacGreal, Esquire, so appointed, in taking into his possession, all and singular, the negro slaves described in the said bill of complaint, and now, if living, being of the names and ages following, that is to say, Little Ben, now aged about thirty-one, 31; William, about —; Friday, about 35; Bob Davenport, about 32; Sam McClure, about 39; Peter, about 44; Lewis Blacksmith, about 40; Paul, about 47; Jacob, about 51; Jack, about 49; Alonzo, about 37; Perry, about 27; Sam Rogers, about 48; Little Sam, about 28; Jim, about 27; Pierre, about 29; Stephen, about 28; Austin, about 29; Little Lewis, about 27; George Lee, about 31; Edmund Bell, about 39; Willis, about 35; Levi, about 28; Ben McClure, about 25; Britton, about 34; Frank, about 30; Zachariah Carpenter, about 42; Ned, about 27; Philip, about 66; Jerry, about 61; Blaize, about 61; Alfred, about 28; Albert, about 26; Wallace, about 28; Henry, about 41; Lewis Rogers, about 46; Tom, about 28; George, about 24; Dublin, about 39; Maria, about 46; and her two children, Louisa and Eliza—Cloe, about 36; Charlotte, about 18; and

Palsey, about 16; Fanny, about 47; and her child, Amanda, about 15; Big Jane, about 48; her three children—Margaret, about 21; Manuel, about 19; and Washington, about 13; Old Harriet, about 35; her child, Philip, about 22; Vicey, about 37; and her two children—Peggy, 17; and John Dixon, 12; Henry, about 30; and her child Charles, about 11; Clarissa, about 32; Anny, about 30; and her child Aaron, about 11; Jane, about 29; and her child Harriet, about 11; Jenny, about 61; Charlotte, about 28; Mary, about 42; and her two children—Juliet, about 21; and Mary, about 14; Hortense, about 38; and her two children—Nannette, about 22; and Mary Ann, about 16; Caroline, about 31; Mary Haie, about 29; Big Mary, about 47; Sally, about 27; Pleasant, about 27; Violet, about 28; Hester, about 45; Big Charlotte, about 40; America, about 32; Elvira, about 29; Minerva, about 27; Cynthia, about 49; Minty, about 26; Judy, about 33; and her two children —Maria, 14; and Tom, about 11; Maria Johnson, about 30; her child Lavina, about 11; Daphné, about 29; her child Lemos, about 11; Charity, about 51; Venus, about 28; Louisa, about 26; Sarah, about 23; Benc, about 26; Bob, about 32; Dick, about 28; Nancy, about 26; Benk, about 26; Solomon, about 21; and Richard, about 19 years of age; all slaves for life, together with their increase from the sixth day of June, in the year of our Lord one thousand eight hundred and thirty-seven; the said slaves now being in the possession or under the control of the said Josiah S. Stafford, or the said Jeanetta Kirkland, his wife, or in the possession of others in the said district. And you are hereby further commanded to use all lawful means to place and establish the said receiver in the full, perfect, and undisturbed possession of all and several the said negro slaves and their said increase; and that you, from time to time, as often as shall be necessary, preserve and defend the said receiver in such possession as aforesaid, against all persons whatsoever seeking to disturb the same, according to the true intent and meaning of the appointment aforesaid of such receiver.

Witness the Honorable John C. Watrous, Judge of the District Court of the United States for the District of Texas, and seal of the said court, this, the fifth day of February, in the year of our Lord one thousand eight hundred and forty-eight, and the seventy-second year of the independence of the said United States.

[SEAL.] THOS. BATES, *Clerk.*

Upon which the following return was made, to wit:

Received on the 9th day of February, A. D. 1848, and same day the receiver executed his bond in the security which was by me approved and returned to court, and on the night of the same day started from Brazoria with a company of men and accompanied by the receiver, and on the 10th of same month got to the plantation of the defendant, J. S. Stafford, known as the Burnly Place, in Fort

Bend County: and before sunset seized and took possession of the negroes hereinafter named, and about the ages hereinafter mentioned; there was no white person on or near the plantation, and saw no white person until next day the 11th, after we had started on our return to Brazoria several miles. Great trouble, labor, and watchfulness had to be incurred by all. Reached the town of Brazoria on the 14th late in the evening, and delivered up the negroes to the receiver, from whom I took a receipt therefore.

At the request of the receiver, I continued to give him my aid and assistance until the negroes were delivered to the hirers.

The said negro slaves are of the names and about the ages following, that to say:—

1st. Bob Davenport, about 32 years; 2d, Venus, about 28 years; 3d, Elizabeth, her child, 2 years; 4th, Sam Rogers, about 43 years; 5th, Nancy, about 26 years; 6th, Tisha, the child of Nancy, about 4 years; 7th, Dina, child of Nancy, about 2 years; 8th, Philip, 11 years; 9th, Edy, 9 years; the children of Harriet; 10th, Fanny, about 47 years; 11th, Solomon, about 14 years; 12th, Amanda, about 15 years; 13th, Louisa, about 20 years; 14th, Eliza, about 18 years; 15th, Rachel, child of America, 10 years; 16th, Willis, child of Minerva, about 2 years; 17th, Big Sam, about 50 years; 18th, Margaret, about 15 years; 19th, Manuel, about 16 years; 20th, Jack, about 50 years; 21st, Hortense, about 38 years; 22d, Nannette, about 18 years; 25th, Blaze, about 50 years; 24th, Ben, about 26 years; 25th, Ben, about 24 or 25 years; 26th, Ben McClure or Benc, about 30 years; 27th, Cloe, about 38 years; Charlotte, about 16 years; 29th, Patsy, about 14 years; 30th, old Maria, about 50 years; 31st, Elvira, about 24 years; 32d, Patsy, child of Maria, about 10 years; 33d, George Lee, about 32 years; 34th, Violet, about 26 years; 35th, Washington, about 15 years; 36th, Henry, child of Big Jane, about 10 years; 37th, Charles, child Henry, about 11 years; 38th, John, child of same, about 6 years; 39th, Pierre, about 29 years; 40th, Louisa, about 24 years; 41st, Juliett, about 20 years; 42d, May, about 15 years; 43d, Andrew, about 10 years; 44th, Austin, about 28 years; 45th, Maria Johnson, about 30 years; 46th, Louisa, her child, about 12 years; 47th, Coleman, about 3 years; 48th, Joe, about 9 months, children of Maria Johnson; 49th, Edmond Bell, about 40 years; Vicey, about 38 years; Charles Bell, about 11 years; Mahala, about 9 years; Pleasant, about 26 years; Hannah, her child, 7 weeks; Bob, about 34 years; Any, about 33 years; Claiborne, about 8 years; Guss, about 6 years; Thad, about 4 years; Dublin, about 11 months; all children of Any; Paul, about 50 years; Mary, about 45 years; Jane, about 28 years; Harriet, about 10 years; Clarissa, about 1 year; children of Jane; Cynthia, about 50 years; Jacob, about 15 years; Alfred, about 26 years; Dick, about 28 years; William, about 14; Little Lewis,

about 25 years; Ned, about 23; Bob, about 26 years; Maria, about 15 years; in all seventy-five negroes, slaves.

JAMES COCKE,
U. S. Marshal.

By LEONARD,
Deputy Marshal.

Afterwards, to wit, on the seventeenth day of February, in the year of our Lord one thousand eight hundred and forty-eight, the following bond of the receiver, appointed in this cause, with the several endorsements thereon, was filed in the said court.

Bond of Receiver.

THE UNITED STATES OF AMERICA,
District of Texas.

Know all men by these presents, that we, Peter MacGreal, all of the county of Brazoria, within the district of Texas, are held and firmly bound to the President of the United States of America, in the sum of twenty thousand dollars, lawful money of the said United States, to be paid to the said President, his successors in office, or whomsoever he or they shall direct, for which payment we bind ourselves, our heirs, executors and administrators, jointly and severally by these presents. Sealed with our seals, and dated the ninth day of February, in the year of our Lord one thousand eight hundred and forty-eight.

Whereas, by an order of the Honorable the Judge of the District Court of the United States aforesaid for the said district, and the proceedings thereon, on the fifth day of February, in the year aforesaid, the said Peter McGreal was duly appointed receiver, in a certain cause instituted in the said court by the Union Bank of Louisiana, complainants against Josiah S. Stafford and Jeanetta Kirkland, his wife, defendants, of certain negro slaves in question in the said cause.

Now the condition of this obligation is such, that if the said Peter MacGreal shall well and faithfully perform the trust and office of receiver of the negroes in question in the said cause, and shall conform to such directions as the court may from time to time give touching the disposal and management thereof, then this obligation to be void; otherwise to remain in full force and virtue.

Signed and sealed and delivered in presence of

PETER MACGREAL. [SEAL.]
JOEL SPENCER. [SEAL.]
J. E. WILSON. [SEAL.]
PATRICK MACGREAL. [SEAL.]
CHARLES LEONARD. [SEAL.]
JAMES DOCKRILL LEONARD.

Approval of Bond.

This form approved. THOMAS BATES,
Master in Chancery.

Endorsed.

Received February 9th, 1848.

LEONARD,
Deputy Marshal U. S. District of Texas.

Afterwards, to wit, on the sixteenth day of February in the year of our Lord one thousand eight hundred and forty-eight, a subpœna was issued from the said court, in the words following, to wit:—

Subpœna.

UNITED STATES OF AMERICA,
District of Texas.

The President of the United States of America, to Josiah S. Stafford and Jeanetta Kirkland his wife, greeting:

You are hereby commanded to appear personally before the honorable, the United States District Court exercising the powers and jurisdiction of a circuit court of the United States, at a court to be holden in the city of Galveston, in and for said district, on the first Monday of March next, or whensoever the said court shall there be, to answer a bill against you by Union Bank of Louisiana, and to do further and receive what the said court shall have considered in this behalf.

And this you are not to omit under the penalty of two hundred and fifty dollars.

Witness the Hon. John C. Watrous, Judge of said court, and seal of court, at the city of Galveston, this 16th day of February A. D. 1848, and seventy-second year of the Independence of the United States.

[SEAL.] THOMAS BATES,
Clerk.

The defendant is required to enter his appearance in the above suit, in the clerk's office, on or before the first Monday of March next, otherwise the bill will be taken as confessed.

THOMAS BATES,
Clerk.

Return.

Wherein the following return was made.

Received, 18th February, 1848, and executed same day by serving the defendant in person with a true copy of this subpœna.

JAMES H. COCKE,
U. S. Marshal.

Afterwards, to wit, on the eighteenth day of February in the year of our Lord one thousand eight hundred and forty-eight, the receiver appointed in this cause presented a report in the words following, to wit:—

Report of Receiver.

DISTRICT COURT OF THE UNITED STATES.
In Chancery.
District of Texas.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD and WIFE.

In pursuance of the authority vested in me by the appointment of the court, I proceeded to the plantation of the defendants, and, assisted by the deputy marshal, obtained possession of seventy-five negroes, being a part of the negroes mentioned in my said appointment. There was no white person on or near the plantation, and the defendants were many miles from the place, and had no agent or overseer of whom a demand could be made. The said negro slaves are of the names and ages following, that is to say:—

	Years.		Years.
1. Ben Davenport, about	32	26. Cloe, about	38
2. Venus, about	28	27. Charlotte, about	16
3. Elizabeth, her child	2	28. Patsy, about	14
4. Sam Rogers, about	43	29. Old Maria, about	50
5. Nancy, about	26	30. Elvira, about	24
6. Tisha, the child of Nancy,	4	31. Patsy, child of Maria, about	10
7. Diana, child of Nancy,	2	32. George Lee,	32
8. Philip, 11, } the children		33. Violet, about	26
9. Edy, 9, } of Harriet.		34. Washington, about	15
10. Fanny, about	47	35. Henry, child of "Big Jane's," about	10
11. Solomon,	14	36. John, child of same,	6
12. Amanda, child of Fanny	15	37. Pierre, about	29
13. Louisa, about	20	38. Louisa, "	24
14. Eliza, about	18	39. Juliett, "	20
15. Rachel, child of America	10	40. Mary, "	15
16. Willis, child of Minerva	2	41. Andrew, child of Mary, about	10
17. Big Jane, about	50	42. Austin, about	28
18. Margaret, between 15 & 20		43. Maria Johnson,	30
19. Manuel, about	16	44. Lavina, her child,	12
20. Jack, about	50	45. Coleman, 3 y'rs } children of Maria Johnson.	
21. Hortense, about	38	46. Joe, 9 months, }	
22. Nannette, about	18	47. Edmund Bell, about	40
23. Blaze, about	50	48. Vicey, about	38
24. Ben, between 26 and 30			
25. Ben or Benck, or Ben M'Clure, about	25		

3183.

	Years.		Years
49. Elias Bell, her child,	11	61. Mary, about	45
50. Mahala, her child,	9	62. Jane, about	28
51. Edmund Bell, her child, 4 weeks.		63. Harriet, 10 y'rs } children 64. Clarissa, 1 } of Jane.	
52. Pleasant, about	26	65. Cynthia, about	50
53. Hannah, her child, 7 weeks.		66. Jacob, about	15
54. Bob, about	34	67. Little Ben, about	35
55. Amy, about	33	68. Alfred, about	26
56. Claiborne, 8 years.		69. Dick, about	28
57. Guss, 6 " } children		70. William, about	14
58. Thad, 4 " } of Amy.		71. Little Lewis, about	25
59. Dublin, 11 m'ths }		72. Ned, about	23
60. Paul, about	50	73. Bob or Benk,	26

Charles, the child of Henney, about 11 years.

Maria, about 15 years—in all seventy-five negro slaves. Many of the negroes mentioned in the appointment of the court are in the possession of the defendants and others, who refuse to deliver them up. Some slight difference in the ages of the negroes in my possession, and those specified in the appointment, exists. The names of some few of the negroes are slightly variant, but this may be accounted for by the fact that many of the negroes, since their arrival in Texas, have received and been called by different names other than their original names.

The receiver was informed, and believed that the defendants and others would resist the execution of the process of the court, and in order to insure the prompt execution thereof, the aid of the United States Marshal for the District of Texas was invoked.

The receiver has been informed, and he believes, that it is the intention of the defendants and others, either by force or secretly to obtain possession of the said negroes, and to remove the same beyond the limits of the State of Texas.

The receiver apprehends that serious loss would ensue upon the hiring out of the said negroes, unless by the order of your honorable court the receiver would be instructed to hire them out, taking good and sufficient surety for the forthcoming of the same.

The receiver has demanded of Josiah S. Stafford the negroes mentioned in the appointment of the court, which have not been obtained, and the said Stafford peremptorily refused to surrender up the same.

Annexed is a list of the said negroes—viz.

Sam M' Clure,	Frank,
Peter,	Albert,
Alonzo,	Henry,
Perry,	Lewis Rogers,

Philip,	Charlotte,
Jenny,	Martha, child of Big Jane,
Daphné,	Sarah,
Clarissa,	Richard,
Willis,	Minerva,
Wallace,	Minty,
Sam Friday,	Judy, and her child,
Big Mary, and	Tom,
Sophia, her child,	Lewis,
Mary Ann, child of Big Mary,	Charity,
Minerva, do. do.	Stephen,
Caroline,	Tom,
Mary Haie, or Mary Jake,	Lewis Blacksmith,
Big Charlotte,	Levi,
America,	Britton.

The receiver, in order to be protected in the possession of the negroes hereinbefore mentioned, left with G. F. Leonard, deputy marshal for the district of Texas, the writ of assistance heretofore issued in this cause.

The receiver is informed and believes that many of the negroes last mentioned herein are at Houston and contiguous to that place, secreted; and he prays the issuance of another writ, or other writs of assistance, in order to enable him to obtain and hold peaceable possession of the last-named negroes.

PETER MacGREAL,
Receiver.

February 17th, 1848.

District of Texas: At Galveston, on this the day of February, 1848, personally appeared before me, the above-named Peter MacGreal, and made oath that the above report, and the matters therein contained, he knows to be true; as to those matters which are therein stated to be of his own knowledge, and as to those matters which are therein stated to be of his information and belief, he believes the same to be true.

JOHN C WATROUS,
U. S. Judge.

Afterwards, to wit, on the said eighteenth day of February, in the year of our Lord one thousand eight hundred and forty-eight, the said Union Bank of Louisiana, by Allen and Hale, their solicitors, filed in said cause the following motion, to wit:—

Motion for Attachment.

DISTRICT COURT OF THE UNITED STATES. In Chancery.
District of Texas.

Between

THE UNION BANK OF LOUISIANA
and
JOSIAH S. STAFFORD and JEANETTA KIRKLAND, his WIFE.

William G. Hale, solicitor and of counsel for the complainants in the above entitled cause, now after the presentation of the report of the receiver, heretofore appointed, moves this honorable court to grant the said complainants a rule, that an attachment issue against the said defendant, Josiah S. Stafford, for a contempt of this honorable court, unless the said Stafford do within four days next after the day of the making of this motion, appear and show cause why the same should not so issue.

WILLIAM G. HALE,
Solicitor of counsel for Plaintiff.

William G. Hale, solicitor and of counsel for the complainants in the above entitled cause, moves the honorable the Judge of the said court, that alias writs of assistance may issue as they become necessary.

WILLIAM G. HALE,
Solicitor of counsel for Plaintiff.

Afterwards, to wit, on the said eighteenth day of February, in the year of our Lord one thousand eight hundred and forty-eight, the said defendant, Josiah S. Stafford, in his own proper person, came into the said court here, and filed his answer to the said rule in the words following, to wit:

Answer to Rule.

In the United States District Court in and for the District of Texas.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD and WIFE. } In Chancery.

To the Honorable J. C. Watrous, Judge Presiding of said Court.

And now in person comes the said Josiah S. Stafford, and appearing for the purposes of this motion only, relative to the contempt charged against him, and the report of the receiver heretofore appointed in said cause, says:

That it is not true as charged against him in said report that either himself or others acting for him have refused to deliver to said receiver any slaves in his possession required by the mandates

of the court; on the contrary, he declares that he ever has been and still is ready, under the rules and law of the court, to deliver up any slaves he has which the court may require him to deliver. He denies that any formal demand has been made on him by said receiver. He positively denies that any slaves which he has have been called by different names in Texas than they have been known or called by elsewhere, or that he has ever changed the name of any one of his slaves. He positively denies that he ever resisted, either by himself or others, or ever intended to resist, any mandate of the honorable court. On the contrary, he alleges that at the time the receiver took possession of the property mentioned in the said report, this defendant was at his residence in Houston, some thirty miles from his said plantation: that as soon as he heard of the process of this honorable court against him, he started immediately to his plantation, prepared to obey and comply with said process; that he met his overseer on the road (and this statement hereinafter of his overseer he charges and is ready to prove to be true), who told him that he, the overseer, had found his, deponent's, slaves carried off, two of his cabins burnt, his store-room broken open, apparently with an axe, its contents rifled; that his horses, mules and wagons had been taken away, his boats cut loose, his gun and ammunition taken away, his potato banks broken down and the potatoes scattered, his mattresses made for his own family use soiled with mud and the ticking apparently cut with knives, nearly all of his poultry destroyed. This affiant says that he found his slaves in possession of the said receiver at Brazoria, about thirty-five miles from his plantation, and in a different county. He positively denies the charge that he has the slightest intention either by himself or others, by force or secretly to obtain possession of any slaves in the custody of the court, or to remove any of his slaves or any under his control beyond the State of Texas, and that this charge is utterly unfounded and untrue. This defendant again denies that any formal demand has been made upon him for any slave in his possession required by the court. He recollects some casual conversation upon the subject with the receiver yesterday, in which the receiver said the court would not allow this defendant to replevy the negroes unless he defendant first delivered the others. Affiant thinking nothing of it, and intending no disrespect, said that he would not do so. But this defendant considered that as a casual conversation, and not as an official demand, and no mandate of the court was at the time shown him. This defendant positively denies the charge that he has any of said slaves secreted at or near Houston, and alleges that any property he has, he holds openly, and that it can always be reached without difficulty by the process of honorable court.

This defendant alleges that of the proceedings heretofore had in this cause, he has had no official notice until the subpœna served upon him to-day. That he had no notice of the mandate to appoint a receiver, or that any person had been authorized by this honora-

ble court to take possession of his property, until after it was taken, upon the demand of this defendant at Brazoria, the said Peter MacGreal, Esq., showed this defendant his authority. This defendant states, that he has a meritorious defence which he is advised to be legal and valid—that he is prepared to submit the points in controversy between the plaintiffs and himself to the decision of the honorable court, and is prepared to tender to the honorable court bonds with ample security in double the amount of the plaintiff's demand, that he will comply with the final decree of the honorable court in said cause. That the proceedings by which his property has been taken out of his possession are unnecessary, ruinous to this defendant, believes them to be vexatious on the part of the officers of said bank—that he believes he can prove to this honorable court that the officers of said bank have instructed their agents, in the prosecution of their said pretended demand, to harass, vex and injure this defendant as much as possible, without regard to expenses incurred thereby, with extra expenses they, the said officers, have promised to pay.

Wherefore this defendant, again denying all contempt, asks to be discharged from said attachment without delay, and prays the honorable court that the property taken out of his possession may be restored, upon this defendant giving ample security to the satisfaction of the court, that he will obey, comply with and perform the final decree of this honorable court in the said cause—and produce said property wheresoever and wherever the honorable court may require it.

J. S. STAFFORD.

In open court, personally appeared the said deponent, J. S. Stafford, and makes oath that the foregoing statement is true in substance and effect.

J. S. STAFFORD.

Sworn to and subscribed this 18th February, 1848.

THOMAS BATES,
Clerk.

Afterwards, to wit, on the eighteenth day February, in the year of our Lord one thousand eight hundred and forty-eight, the said defendant, Josiah S. Stafford, by Tod Robinson his solicitor, filed in the said court, here the following motion, to wit:

Motion to reject the Master's report and appointment of Receiver.

In the District Court of the United States.

THE UNION BANK OF LOUISIANA
vs.
J. S. STAFFORD and JEANETTA, his WIFE.

Tod Robinson, solicitor for J. S. Stafford, for the purposes of this

motion, objects to the report of the master and his actions and doings, relative to the appointment of a receiver, and prays the court to reject the same for the following causes:

1st. That no notice has been furnished said applicant of the application for the mandate to appoint a receiver.

2d. That the securities for the receiver appointed have not shown according to rules in chancery, their sufficiency, no affidavit of their responsibility appearing.

3d. That the receiver appointed is wholly incompetent for such appointment, he being a solicitor in said court, residing at a distance from the place of the court's sitting, and from the place where the property was situated at the filing of said bill, and that said receiver is one of the solicitors engaged in the said cause, and interested therein by the prospects of a conditional compensation, for services to be by him rendered as solicitor agent, to be paid him by complainants, which will fully appear by the affidavits to be presented at the hearing of this cause.

TOD ROBINSON,
Solicitor.

Which said motion was entered in the motion book on the same day, and thereafter the following entry was made thereon,

"Withdrawn by respondent's solicitor,

WATROUS."

Afterwards, to wit, at a term of said court, appointed by the Honorable John. C. Watrous, Judge of said court, and held at Galveston on the first Monday of February, in the year of our Lord one thousand eight hundred and forty-eight. Present the Honorable John C. Watrous, Judge, James H. Cocke, Esquire, Marshal, and Thomas Bates, Clerk, and on the nineteenth day of the said month, in the year aforesaid, the following order was made by the said court, to wit:—

Order.

The complainants, by solicitor, moves the court to grant a rule, that an attachment issue against said Stafford for a contempt of this court, and upon the answer of the respondent to said rule after hearing argument of solicitors of the parties. It is ordered and adjudged that so much of the answer of respondent as relates to the burning of the houses at his plantation, and other injuries at that place, be stricken out, also the part in relation to the solicitors of this court be stricken out; and it is further ordered and adjudged, that if the respondent should by the day of eighteen hundred and forty-eight, deliver to the receiver the balance of the negroes in his possession, this rule to be dismissed.

Afterwards, to wit, at the term aforesaid, and on the twenty-first day of February, in the year of our Lord one thousand eight hun-

dred and forty-eight, the said defendant, Josiah S. Stafford, by Tod Robinson, his solicitor, filed the motion following, to wit:—

Motion.

In the United States District Court, in and for the State and District of Texas.

THE UNION BANK OF LOUISIANA
vs.
J. S. STAFFORD and JEANETTA, his WIFE.

In Chancery.

And now comes Tod Robinson, solicitor of J. S. Stafford, and still appearing for the purposes only of the motion heretofore filed by him, to reject the report of the master relating to the appointment of a receiver for further support of said motion, adds the following and further grounds, and refers to the affidavits here ready to be exhibited:

4th. That the said Peter MacGreal, Esq., is an improper person to have and retain the said office, not only on the grounds heretofore in said motion set forth, but also on the additional grounds:

That he has tyrannically and oppressively, and in contempt of this honorable court, abused the authority granted to him as said receiver, in this:

1st. He has taken possession of the property of defendant not named in the power given to him.

2d. He has destroyed some, and greatly damaged other of the property of defendant.

3d. That he is not a proper person to have charge and management of slaves, he not being a planter by profession, but an attorney and counsellor at law and solicitor in chancery.

TOD ROBINSON.

Which said motion was on the said day entered on the motion book of the court, and thereafter the following endorsement was made thereon.

Withdrawn by respondent's solicitor, WATROUS.

And afterwards, to wit, on the said day and year, the said defendant, Josiah S. Stafford, by Tod Robinson, his solicitor, filed the following motion, to wit:—

Motion.

In the United States District Court, in and for the district of Texas.

THE UNION BANK OF LOUISIANA
vs.
J. S. STAFFORD and JEANETTA, his WIFE.

In Chancery.

And now comes Tod Robinson, solicitor for Josiah S. Stafford, and still appearing for the purposes only of his motion, moves the court

To require the plaintiffs to file bond in double the value of the property, the possession of which they seek to deprive the defendant of, conditioned that the plaintiffs shall pay to defendants all such damages as may be awarded against them, in case it should be decided that the appointment of a receiver was wrongfully prayed for and ordered.

TOD ROBINSON.

Which motion was on the same day entered on the motion book, and thereafter overruled by the court.

Afterwards, to wit, on the day and year aforesaid, the said defendant, Josiah S. Stafford, by his solicitor, Tod Robinson, Esq., filed a motion in the words following, to wit:—

Motion.

In the United States District Court for the district of Texas.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD and JEANETTA, his WIFE.

In Chancery.

And now comes Tod Robinson, solicitor for Josiah S. Stafford, and appearing for the purposes of this motion only, moves the court.

1st. To allow the defendant to retake possession of the slaves in the hands of the receiver, upon filing bond to be approved by the master, with security conditioned for the performance of the final decree of the court in this cause, and for the production of said slaves whenever and wherever the honorable court may require.

2d. To dispense with the further actings and doings of a receiver, and restore said slaves to said defendant, on the ground that he has asked leave to tender a bond, with security, conditioned in the above ground mentioned.

TOD ROBINSON.

Which said motion was on the same day entered on the motion book.

Afterwards, to wit, at the term aforesaid, and on the twenty-third day of the said month, in the year aforesaid, the following order was made by the court, to wit:—

Order.

This day came the parties by their solicitors, and respondent by solicitors, moves the court to allow the respondent to replevy the property now in the hands of the receiver of the court, which motion was after argument overruled.

Afterwards, to wit, at the term aforesaid, and on the twenty-fourth day of the said month of February, in the year of our Lord one thousand eight hundred and forty-eight, the said defendant, Josiah S. Stafford, by Tod Robinson, his solicitor, filed the following original and amended motion, to wit:

Motion.

In the District Court of the United States of America, in and for the district of Texas.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.

In Chancery.

And now comes Tod Robinson, solicitor for Josiah S. Stafford, and still appearing for the purposes of this motion only, moves the court to vacate and revoke the order appointing a receiver hereto fore made in said cause, on the ground that it was inadvertently made; the allegations in said bill praying the appointment of a receiver, even if true, which is not admitted but expressly denied, are not sufficient to justify said order.

TOD ROBINSON.

Amended Motion.

In the United States District Court in and for the district of Texas.

THE UNION BANK OF LOUISIANA
vs.
J. S. STAFFORD and JEANETTA, his WIFE.

In Chancery.

And now comes Tod Robinson, solicitor for Josiah S. Stafford, and still appearing for the purposes of said motion only, by leave of the court first had and obtained, amends his motion, this day filed to vacate the order appointing a receiver, by adding the following ground.

2d. Because the facts stated in the bill, so far as they are in-

ducement to the appointment of a receiver, are not true in fact, and refers to the affidavits ready to be shown on the hearing of said motion.

TOD ROBINSON.

Which said motions were on the same day entered on the motion book, and thereafter overruled by the court.

Afterwards, to wit, at the term aforesaid, and on the said day and year, the said Union Bank of Louisiana, by Allen and Hale, their solicitors, filed in the court here the following original and amended motion, to wit:—

Original Motion.

DISTRICT COURT OF THE U. S. In Chancery.
District of Texas.

Between

THE UNION BANK OF LOUISIANA
and
JOSIAH S. STAFFORD and JEANETTA KIRKLAND, his WIFE.

William G. Hale, solicitor for the complainants in the above entitled cause, moves this honorable court, in accordance with the application of the receiver Peter MacGreal, Esquire, that the receiver heretofore appointed, or who may hereafter be appointed, in the said cause, shall hire the negroes slaves in his possession to responsible persons on the best terms he can obtain, taking bond with sufficient security for the safe-keeping and return of the said negro slaves; and that the said receiver shall duly account to this court for the moneys so received by him, as the hire of the said negro slaves, whenever this court shall direct.

WILLIAM G. HALE,
Solicitor for Compl'ts.

Amended Motion.

THE SAME
vs.
THE SAME.

William G. Hale, solicitor for the complainants in the above entitled cause, adds to the above motion the words following, to wit: And that the place, time, terms, and mode of hiring the said negro slaves be referred to the master, who shall report thereon, with all convenient dispatch, and that the master shall also determine and approve a form of a bond to be given by the persons hiring the said slaves, and its amount.

WILLIAM G. HALE,
Solicitor for Compl'ts.

Which said motions were on the same day entered on the motion book, and thereafter were sustained by the court.

Afterwards, to wit, at the time aforesaid, and on the said day and year, the following order was made by the said court.

Order.

This day came the parties by their solicitors, and solicitors for respondents moves the court to allow the respondent to retake possession of the slaves, in the hands of the receiver upon bond, etc., and to dispense with the further actings and doings of a receiver, etc., as set forth in their motion, this day entered, which motion upon hearing was overruled.

Afterwards, to wit, at the term aforesaid, and on the twenty-fifth day of the said month, in the year aforesaid, the following order was made by the court, to wit:—

Order.

This day came the parties by their solicitors, and the solicitor for complainants moves the court that the receiver, Peter MacGreal, Esq., or who may hereafter be appointed, shall hire the negro slaves in his possession, to responsible persons, and on the best terms he can obtain, taking bond with sufficient security for the safe keeping and return of the said negro slaves, and that the place, time, terms, and mode of hiring the said negro slaves be referred to the master, who shall report thereon, with all convenient dispatch, and that the master shall also determine and approve a form of a bond to be given from the persons hiring the said slaves and its amount, and that the said receiver shall duly account to this court for the moneys so received by him, as hire of said slaves, whenever the court shall direct, which motion upon hearing was sustained by the court, as herein set forth.

Afterwards, to wit, at the term aforesaid, and on the twenty-sixth day of February, in the year of our Lord one thousand eight hundred and forty-eight, Thomas Bates, master in chancery, made the following report, to wit:—

Report.

UNITED STATES DISTRICT COURT,
Dist. of Texas.

UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE. } In Chancery.

The undersigned, master in chancery, to whom was referred the mode, time and place of hiring the negro slaves in the possession of Peter MacGreal, receiver in said above cause, that the solicitors of

the parties did present him with propositions, and that he did examine some witnesses, and upon mature reflection and consideration, the said master begs leave to report as follows:

That the receiver be instructed forthwith to give notice, by putting up advertisements in three public places in the county of Brazoria, that he will proceed, five days after the date of the notice, at the town of Brazoria, to hire out until the first day of next January all the negroes placed in his possession, to men of good character, sufficient estate and indifferent between the parties in said cause, said negroes to be hired in families, at public auction to the highest best bidder.

And that the said receiver require of the parties hiring said negroes to give bond with two or more good and sufficient securities in double the amount of the value of said negroes so hired, the value of the same to be estimated by said receiver, conditioned to have said slave or slaves forthcoming on the first day of January next, and that they shall pay to said receiver the amount of the hire of the same on said first day of January; that they will not make improper use of said negro or negroes; that they will treat them humanely, feed them with wholesome diet, clothe them in a good and comfortable manner, and will generally exercise such care as a prudent man would with his own property.

The above is most respectfully submitted.

THOS. BATES,
Master in Chancery.

Which said report was, on the day and year aforesaid, approved and ordered to be filed.

Afterwards, to wit, at the term aforesaid, and on the said day and year, the following orders were made by the court, and entered on the minutes thereof:

Orders.

This day the Master in Chancery made the following report in this cause, which was approved by the court and ordered to be filed, which report is as follows:

That the receiver be instructed forthwith to give notice, by putting up advertisements in three public places in the county of Brazoria, that he will proceed, five days after the date of the notice, at the town of Brazoria, to hire out until the first day of January next, all the negroes placed in his possession, to men of good character, sufficient estate and indifferent between the parties in said cause, said negroes to be hired in families, at public auction to the highest best bidders. And that the said receiver require of the parties hiring said negroes to give bond with two or more good and sufficient securities, in double the amount of the value of said negroes so hired, the value of the same, to be estimated by said receiver, conditioned

to have said slave or slaves forthcoming on the first day of January next, and that they shall pay to said receiver the amount of hire of the same on said first day of January; that they will not make an improper use of said negro or negroes, that they will treat them humanely, feed them with wholesome diet, clothe them in a good and comfortable manner, and will generally exercise such care as a prudent man would with his own property.

The above is most respectfully submitted.

THOS. BATES,
Master in Chancery.

And the court further orders that the receiver proceed to hire said negroes, as hereinbefore reported and adopted by this court, with the understanding, however, that when they shall have been offered, as required, in families, that any one man shall have the privilege and right of taking all of them at the aggregate amount so bid for them in families, or separately, complying with the terms before stated, of giving bond as required; and the receiver is hereby required to give notice to this effect on the day of hiring; and it is further ordered that the respondents be required to have the balance of the negroes, named in said cause, at the town of Brazoria on the morning of the day of the hiring of said negroes, and deliver the same into the hands of the receiver, to be hired out, as required in this order, to said receiver.

The following form of a bond has been reported by the master, and approved by the court, to be used by said receiver in hiring of said negroes, viz:—

Form of Bond for Hirers.

Know all men by these presents that we of the county of and citizens of the State of Texas, and each of us are held and firmly bound unto Peter MacGreal as receiver of certain negro slaves mentioned in the bill of complaint in a certain cause now depending in the district Court of the United States of America for the District of Texas, wherein the Union Bank of Louisiana are complainants, and Josiah S. Stafford and Jeanetta Kirkland his wife are defendants, and of the increase of the said slaves as in the said bill mentioned, in the full and just sum of dollars to be paid to the said Peter MacGreal as receiver, as aforesaid, his successors in the said office of receiver, or to each person, or persons as the said court having and exercising the powers and jurisdiction of a circuit court of the said United States shall hereafter appoint and decree, for which payment well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated the day of in the year of our Lord one thousand eight hundred and forty-eight:

Whereas the said Peter MacGreal has this day, under the direction of the said court, hired to the said certain of the said negro slaves and of their said increase of the names following to wit:
and whereas the said is by the contract of hiring, under the direction of said court, and in law bound to conform to certain conditions hereinafter expressed:

Now therefore the condition of the above stated obligation is such, that if the said shall well and truly pay to the said Peter MacGreal, his successors in the said office of receiver, or to such person or persons as the said court, having and exercising the powers and jurisdiction of a circuit court of the said United States for the district of Texas, shall hereafter appoint and decree, the sum of as the hire of the said negro slaves to be hired by the said of the said Peter MacGreal, for the period of months at the expiration of such period, and shall also during the same period not make any improper—of said negro slaves, and shall also treat the said negro slaves humanely, feed them with wholesome diet, clothe them in a good and comfortable manner, and shall generally exercise such care with respect to the said slaves, as a prudent man would take of his own property, and shall further have the said negro slaves so hired to the said forthcoming to abide any order or decree that the said court acting as aforesaid shall order and direct, and shall further not remove the said negro slaves beyond the jurisdiction of the said court, then the above obligation to be null and void, otherwise to remain in full force and effect.

Which form was adopted by the court.

Order.

This day came the respondents by their solicitors, and begs leave of the court to withdraw their motions No 10 and 12 on the motion docket, which leave was granted by the court. It is therefore considered by the court they take nothing by their motion.

Order.

This day came the parties, by their solicitors, and respondents' solicitors move the court to require the plaintiffs to file bond in double the value of the property the possession of which they seek to deprive the defendants, as set forth in their motion, which motion was heard and considered by the court and overruled.

Order.

This day came the parties by their solicitors, and respondents' solicitors move the court as set down in their motion No. 20, on the motion docket, which motion was heard, considered, and overruled.

Afterwards, to wit, at the term aforesaid, and on the twenty-eighth day of the said month, in the year aforesaid, the said de-

fendant, Josiah S. Stafford, by Tod Robinson, his solicitor, filed the following motion, to wit:

Motion.

In the District Court of the United States, in and for the district of Texas.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.

And now come the defendants, by their solicitors, Tod Robinson, and appearing for the purposes of this motion only, moves the court that the receiver be instructed not to take and hire out more slaves than are of sufficient value to satisfy the amount claimed by the plaintiffs.

TOD ROBINSON.

Which said motion was on the same day entered on the motion book.

Afterwards, to wit, on the sixth day of March, in the year of our Lord one thousand eight hundred and forty-eight, the receiver in the said cause made the following report, to wit:

Report.

The United States of America, District of Texas.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.

Peter MacGreal, receiver in the above entitled cause, reports to the honorable, the United States District Court, in and for the district of Texas, that in pursuance of the order of the court in said cause, he advertised the negroes heretofore taken into possession, to be hired at Brazoria, on Monday, the 6th day of March, A. D., 1848, in obedience to said order, and on this day, to wit, the day aforesaid, the said respondents have neglected, and Josiah S. Stafford, one of the said respondents, has refused, and states that he has no intention, and will not deliver the negroes in his possession, at the town of Brazoria, or to the receiver, being part of the negroes mentioned in the former report of the receiver, and part of the negro slaves in the bill of complaint mentioned; and the receiver represents and reports that he has demanded of the said respondent the balance of the said negro slaves, and the same were refused to be to him delivered.

PETER MACGREAL,
Receiver.

STATE OF TEXAS,
County of Brazoria:

Before me, Chesley Stringfellow, Chief Justice in and for the said county, personally appeared Peter MacGreal, to me well known, who on oath states that the facts set forth in the foregoing report are true in substance and in fact.

PETER MACGREAL.

Sworn to and subscribed before me, this 6th day of March, A. D. 1848.

CHESLEY STRINGFELLOW,
Chief Justice B. C.

Which report was filed on the eighth day of the said month in the year aforesaid.

Afterwards, to wit, on the nineteenth day of March, in the year aforesaid, the receiver in the said cause made the following report, to wit:—

Report.

UNITED STATES DISTRICT COURT.
In Chancery.
District of Texas.

THE UNION BANK OF LOUISIANA, complainants,
against
JOSIAH S. STAFFORD and JEANETTA KIRKLAND, his WIFE, defendants.

Peter MacGreal, receiver in said cause, respectfully represents to your honor, that in obedience to the decree of the honorable court, notices were posted up at three public places in the county of Brazoria, that the negroes taken possession of by said receiver, and heretofore reported to the court, would be hired publicly to the highest best bidder until the first day of January next 1849, at the town of Brazoria, and publication, as aforesaid, was made for five days previous to the day of hiring.

That on the 6th day of March 1848, being the day mentioned in said notices, the said negroes were offered for hire as aforesaid, and having been first hired and bid off in families and separately, the whole of said negroes, to wit, seventy-six in number, were bid off to Benjamin F. Terry and Ely M. Justice, who claimed said negroes at the aggregate amount of the bids, the same amounting to twenty-four hundred and fifty dollars.

That neither the said persons were present at the hiring, but David S. Terry represented Benjamin F. Terry, and Warren H. Manadue represented Eli M. Justice.

That on the 11th day of March, 1848, James Todd presented to the receiver an order from Josiah S. Stafford for said negroes, to be by him delivered to said Todd on the delivery of a bond; that said Todd, and one of the solicitors for said Stafford, tendered to the said receiver a bond purporting to have been executed by Benjamin F.

Terry and William J. Kyle as principal, and several other persons as securities.

That in consequence of a change in the names of the principals in the bond from the names of the persons who had publicly as aforesaid hired said negroes, and in consequence also of the insufficiency of the securities named on said bond, the same was rejected by the receiver.

That no bond has since said hiring been offered to the receiver by said Benjamin Terry and Eli M. Justice.

That in consequence of the failure of the last-named persons as hirers to comply, or offer to comply with the conditions of the hiring (being in accordance with the order of the honorable court), the receiver again advertised the said negroes to be hired publicly at the town of Brazoria on the 15th day of March, 1848, in accordance with the order of the court.

That on the 15th day of March as aforesaid, the said negroes were offered in families and separately, to be hired until the first day of January next 1849, and after having been so offered as aforesaid, the sum of two thousand——dollars were offered for the hire of said negroes, that sum being the aggregate amount of the bids for the hire of said negro slaves, and they were bid off at that sum to Benjamin F. Terry—and on the evening of the 18th day of March 1848, the said Benjamin F. Terry tendered to the said receiver a bond for seventy-three of the said negro slaves, the said bond being for double the value of said slaves, amounting to eighty thousand dollars, and the following names were signed to said bond as securities for said negro slaves, so hired by the said Benjamin Terry—to wit: William J. Kyle, Sydney Phillips, James Ray Phillips, J. B. Miller, J. H. Herndon, N. F. Williams, W. W. Williams, gentlemen of good character; that none of said securities had qualified as to the value of their estates; and neither the principal in said bond, nor either of the securities thereon, offered to qualify; that the receiver then proposed to send said bond by a special messenger to be presented to your honor, or to the Master in Chancery for approval or rejection, and the said Benjamin F. Terry refused to allow the receiver to send said bond to Galveston for the aforesaid purpose, but requested the said receiver to report the names offered as securities upon said bond, and thereupon the said Benjamin F. Terry withdrew the said bond.

The receiver further represents to your honor, that the said Benjamin F. Terry, being one of the first hirers of said negro slaves, in consequence of the failure of the said Terry and Justice to comply with the conditions of the first hiring upon the 6th March, 1848, the receiver deemed the said Terry liable for all the expenses of keeping, feeding and guarding said negroes, from the said 6th day of March, 1848, to the present time, or until the said Terry complies with the conditions of said hiring; and considering the said Terry, so liable, as aforesaid, the receiver demanded and required of said Terry the amount of said expenses, a bill of which is hereto attached

as a part of this report, and the said Terry, before the hiring of said negroes on the 15th day of March, 1848, agreed and promised to pay said expenses, or the reasonable expenses of said negroes for the time aforesaid; but now the said Terry refuses to pay the same.

And the receiver prays the advice and instructions of the court upon the following points, that is:—Shall the receiver accept the bond, if again offered, with the securities before named? Has the receiver the right to retain the negroes after being hired by Benjamin F. Terry, until the said Terry pays the expenses of said negroes, occasioned by the default of said Terry?

And the receiver also represents to the honorable court, that he believes the said negro slaves may be hired out to good men, on good securities, for a larger sum at private sale than by public hiring as heretofore.

He also represents that at public hiring the said negroes will not hire for as much now as on the former occasions.

He also represents that the defendant, J. S. Stafford, and his friends, both publicly and privately, entreated and solicited many persons not to bid on said negroes at the public hirings thereof, and in consequence of the entreaties and solicitations aforesaid, many persons, desirous and willing and ready to hire said negroes, declined doing so; and for these and other reasons the receiver believes, that said negroes can be hired for a larger amount of money and to men of good character if the receiver be allowed to do so on private contracts.

And on this the receiver prays the aid of the honorable court, and as in duty bound, etc.,

PETER MacGREAL,
Receiver.

And the receiver further reports that the negro woman Nancy has been delivered of a male child, who is now about three weeks old, and name *Little Sam*, making in all 76 negroes.

PETER MacGREAL,
Receiver.

March 19, 1848.

THE STATE OF TEXAS,
County of Brazoria:

Before me, Charles Stringfellow, chief justice of said county, personally appeared Peter MacGreal, who on oath states that the facts set forth in his foregoing report are just and true and as therein set forth.

PETER MacGREAL.

Sworn to and subscribed before me this 20th day of March, A. D. 1848.

CHESLEY STRINGFELLOW,
Chief Justice B. C.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.

In the United States District Court for the District of Texas.—In Chancery.

For keeping and feeding 76 negroes from the 6th March to the 19th March 1848, at 50 cts. per day	$494
Paid 4 men for guarding said negroes day and night, $2 50 each per day	130
Paid board of 2 guards, at 50 cts per day . .	13
Paid Dr. R. H. Chinn for his medical bill during same period	39
	$676

The foregoing is the bill of the expenses of said negroes for the time specified.

PETER MACGREAL,
Receiver.

March 19th, 1848.

Which report was filed on the twenty-fifth day of the said month, in the year aforesaid.

Afterwards, to wit, on the twenty-second day of March in the year aforesaid, the receiver in the said cause made the following report, to wit:

Report of Receiver.

THE UNION BANK OF LOUISIANA
against
JOSIAH S. STAFFORD AND WIFE.

In the United States District Court, for the District of Texas.

Peter MacGreal, receiver in said suit, respectfully represents to the court, that about one o'clock in the morning of the 28th March, 1848, the following named negroes were stolen out of his possession, viz., Bob Davenport, Bob, Ben or Benc, Lewis, Austin, Ned, Ben or Benk, George Lee, Blaze, Pierre, Louisa, and Eliza; the said negroes being a part of the negroes taken possession of in said suit, and heretofore reported to the court.

That the said negroes have been stolen by the said Josiah S. Stafford, or by his procurement, and that the said Stafford has threatened to obtain possession of the whole of the negroes taken by the receiver in said cause, either by force or through some other illegal means.

The receiver represents to the court that the said negroes were supplied with horses and mules by the said Stafford, or through his

procurement, for the purpose of preventing their capture by the receiver; and the receiver is informed and believes that the said negroes are secreted by the said Stafford or through his procurement in the vicinity of the town of Houston.

The receiver further represents to your honor that the stealing of said negroes as aforesaid, in addition to the threats of said Stafford, as before mentioned, has produced a general impression that the whole of the negroes in the possession of the receiver in said cause will be stolen or enticed away by the said Stafford, or by his procurement; and the receiver apprehends that the said negroes will not in consequence thereof be hired to any disinterested person or persons.

The receiver further represents to your honor that he believes the said negroes can be more safely secured at the city of Galveston, than at Brazoria, and he prays the permission of the court to carry said negroes to Galveston.

PETER MACGREAL.
Receiver.

March 22d, 1848.

STATE OF TEXAS,
County of Brazoria.

Before me, Chesley Stringfellow, Chief Justice in and for said county, personally appeared Peter MacGreal, who, on oath, states the facts set forth in the foregoing report of his knowledge are true, and those not of his own knowledge he believes to be true.

PETER MACGREAL.

Sworn to and subscribed before me, this 22d day of March, A.D. 1848.

CHESLEY STRINGFELLOW,
Chief Justice B. C.

THE STATE OF TEXAS,
County of Brazoria.

Before me, Chesley Stringfellow, Chief Justice in and for said county, personally appeared John C. Mussa, to me well known, who being duly sworn, sayeth that about one o'clock in the morning of the 20th March, 1848, while deponent was on guard, he discovered three negroes outside of the yard of Peter MacGreal, and on examination of the negroes he found that they were some of the negroes taken in the case of the Union Bank of Louisiana against Josiah S. Stafford and wife, and that one of said negroes had a large bundle, containing wearing apparel, and that said negroes were endeavoring to go to the river Brazzos, where there was a boat to be crossed to the opposite side, where Mr. Stafford or his friends were waiting to carry off said negroes. That deponent, on examination of the houses where such negroes had been kept, discovered that twelve of said

negroes had been enticed or stolen away by Mr. Stafford or by his procurement.

Deponent further sayeth that he was on duty as guard at the time of the stealing or enticing away of the said negroes; that since the said negroes have been in the possession of the said Peter MacGreal, they have been guarded by not less than four men day and night.

That said negroes have been well and kindly treated by the said MacGreal, and could not have been enticed or stolen away without extraordinary precautions and efforts on the part of Mr. Stafford and his friends.

Deponent further says that the report of Peter MacGreal hereto answered contains the names of negroes stolen or enticed away as aforesaid.

R. MUSSA.

Sworn to and subscribed before me this 22d March, A. D. 1848.

CHESLEY STRINGFELLOW,
Chief Justice B. C.

Which report was filed on the 24th day of the said month in the year aforesaid.

Afterwards, to wit, on the 23d day of March, in the year aforesaid, the master in chancery aforesaid made the following report, to wit:

Report of Master in Chancery.

UNION BANK OF LOUISIANA
vs.
STAFFORD AND WIFE.

The master to whom was referred the bond offered by the receiver for the time of the negroes in the above cause, begs leave to report as follows:

That he has examined some witnesses, and finds that the securities to the bond are good for the amount, and that the receiver be instructed to receive the same.

Which is most respectfully submitted.

THOS. BATES,
Master in Chancery.

March 21st, 1848.

Which said report was on the said day and year ordered by the court to be confirmed and filed, and thereupon was filed accordingly.

Afterwards, to wit, on the 24th of the said month, in the year aforesaid, the receiver in the said cause made the following report, to wit:—

Report of Receiver.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.

In the United States District Court, District of Texas. In Chancery.

Peter MacGreal, receiver in said cause, represents that Benjamin F. Terry, on the 24th day of March 1848, tendered the following annexed bonds for the hire and delivery of the negroes taken in said cause, and hired by order of the court, viz: one bond for $80,000 for the delivery of 73 negroes and for the payment of $2,000 hire of said negroes; also one other bond for $2,000 for the delivery of three negroes, and for the payment of $5, as hire of said negroes, the securities on said bonds being approved on testimony.

The receiver represents that said B. F. Terry refused to pay any part of the expenses of said negroes.

PETER MACGREAL,
Receiver.

March 24th, 1848.

And the receiver prays the honorable court to allow and approve the annexed account for services and expenses incurred in said cause, in taking, managing and hiring said negroes, and that the same may be taxed as part of the costs of said suit.

PETER MACGREAL,
Receiver.

March 25th, 1848.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.

In the United States District Court. District of Texas.

To PETER MACGREAL, Receiver.	DR.
1st. To amount paid 8 *men* for services in seizing, guarding and carrying 75 *negroes* from *Fort Bend* to *Brazoria*, and expenses	$400
2d. Use of 2 wagons and 27 *horses and mules* for five days in transporting said 75 negroes from Fort Bend to Brazoria	200
3d. *House rent* and *boarding* 75 *negroes* from the 10th February to the 20th March 1848—39 days at 50 cts. each	1462 50
Carried forward,	$2062 50

Amount brought forward	$2062 50
4th. *House rent* and *boarding* 64 *negroes* from the 20th March to the 24th March 1848, 4 days at 50 cts. per day each	128
5th. Cash paid 4 *men* for guarding day and night said negroes for 39 days, at $3 per day	468
6th. Cash paid 6 *men* for guarding day and night from the 20th to the 24th March 1848	72
7th. Cash paid 4 *men* for services and expenses in pursuing 12 *stolen negroes*	50
8th. Cash paid Dr. R. H. Chinn for medical services rendered said negroes	72
9th. Cash paid for clothing, blankets, shoes, etc., furnished said negroes from the 10th February to the 24th March 1848	47 80
10th. My personal services, traveling expenses, advertising and hiring, and taking bonds for said negroes amounting to $82,000	500
Total amount due me	$3400 30

PETER MacGREAL,
Brazoria, March 28th, 1848. *Receiver.*

Bill of clothing, shoes, &c., furnished to the negroes in the care of the Union Bank of Louisiana vs. Josiah S. Stafford and Wife, the same being indispensable to the health and comfort of said negroes, viz :—

To Bob Davenport, 1 pr. shoes $1 25; pantaloons $1 75	$3 00
" Margaret, 1 pr. shoes $1 25; hdkf. 25 cts.	1 50
" Maria, domestic for clothing	80
" Pleasant, for wife and child clothing	1 25
" Ben or Benc, pantaloons and shoes	2 25
" Ned, pantaloons	1 20
" Charlotte, Mary and Maria, clothing to each of them	3 75
" Willis and Elizabeth, shoes to each	1 00
" Elias Bell, Charles, Edy, Philip, Washington John, Henry, Solomon, clothing to each	10 60
" Nancy, and her infant "Little Sam," clothing	4 75
" Pierre, blankets $3; shoes $1 25	4 25
" Old Maria, blankets	3 00
" Patsy, "	3 00
" Eliza, "	3 00
" Anny and her children, clothing	3 25
" Blaze, pantaloons	1 20
	$47 80

PETER MacGREAL,
Brazoria, March 25th, 1848. *Receiver.*

Accompanying which report were the following bonds:—

Bond.

THE UNITED STATES OF AMERICA,
State of Texas.

Know all men, by these presents, that we, Benjamin F. Terry as principal, and William J. Kyle, Sydney Phillips, James Ray Phillips, Jas. B. Miller, J. H. Herndon, N. F. Williams, and W. W. Williams, as securities of the county of , and citizens of the State of Texas, and each of us are held and firmly bound unto Peter MacGreal, as receiver of certain negro slaves, mentioned in the bill of complaint in a certain cause now depending in the District Court of the United States of America, for the district of Texas, wherein the Union Bank of Louisiana are complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, are defendants, and of the increase of the said slaves, as in the said bill of complaint mentioned in the full and just sum of eighty thousand dollars, to be paid to the said Peter MacGreal, as receiver as aforesaid, his successors in the said office of receiver, or to such person or persons as the said court, having and exercising the powers and jurisdiction of a circuit court of the said United States, shall hereafter appoint and decree, for which payment well and truly to be made we bind ourselves and each of us, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents, sealed with our seals, and dated this fifteenth day of March, in the year of our Lord one thousand eight hundred and forty eight. Whereas the said Peter MacGreal has this day, under the directions of the said court, hired to the said Benjamin F. Terry certain of the said negro slaves, and of their said increase of the names and ages following: Bob Davenport, aged about 32 years; Venus, aged about 28 years, and her child Elizabeth, about 2 years; Sam Rogers, about 43 years; Nancy, aged about 26 years, and her children, Tisha, about 4 years old, Diana, about two years, and Little Sam, two weeks old; Philip, about 12 years old, and Edy, about 10 years, both children of Harriet; Jack, about 50 years old; Hortense, about 38 years of age, and her daughter Nannette, about 18 years; Blaze, about 50 years old; Cloe, 45 years; Ben or Benc, 25 years old; Ben or Benck, about 26 years old; Charlotte about 16, and Patsy about 14 years of age; Fanny, about 55 years, and her children; Solomon, 14 years old; Amanda, 12 years of age; Maria, about 50; Elvira, 24; Louisa, 22; Eliza, 18; and Patsy, 12 years of age; Rachel, 12 years old, child of America; Willis, 2 years, child of Minerva; George Lee, 35 years old; Violet, about 25 years old; Big Jane, about 50, and her children, Washington, about 16, Margaret, 14, Manuel, 12, Henry, 10, and John, 8 years of age; Pierre, about 28 years old; Louisa, about 24; Juliet, about 20 years old, Mary,

about 16 years old, both children of Mary; Andrew, about 10 years; Austin, about 29 years old; Maria Johnson, about 25 years old; and her children, Lavinia, about 12, Coleman, 3 years old, and Joe, 9 months old; Edmund Bell, about 40; Vicey, 45 years old; and her children, Elias Bell, about 12, Mahala, 10 years old, and Edmund, 7 weeks old; Pleasant, about 20, and her child, Hannah, 3 months old; Bob, 32; Any, 35 years old, and her children, Claiborne, 8, Thad, 4, Guss, 6 years old, and Dublin, 11 months old; Paul, about 60; Mary, about 50 years old; Cynthia, about 50; Jacob, 15; Little Ben, about 31 years old; Alfred, about 20; Dick, about 28; William, about 14; Lewis, about 25 years old; Ned, about 18; Bob, 24 years old; Charles, 12, child of Henny; Maria, about 15, daughter of Judy. And whereas the said Benjamin F. Terry is, by the contract of hiring under the directions of the said court, and in law bound to conform to certain conditions hereinafter expressed: Now, therefore, the conditions of the above obligation is such, that if the said Benjamin F. Terry shall well and truly pay to the said Peter MacGreal, his successors in the said office of receiver, or to such person or persons as the said court, having and exercising the powers and jurisdiction of a circuit court of the said United States, for the district of Texas, shall hereafter appoint and decree, the sum of two thousand dollars, as the hire of the said negro slaves, so hired by the said Benjamin F. Terry of the said Peter MacGreal, for the period of nine months and fifteen days, at the expiration of such period, and shall also during the same period not make any improper use of the said negro slaves, and shall also treat the said negro slaves humanely, feed them with wholesome diet, clothe them in a good and comfortable manner, and generally exercise such care with respect to the said slaves, as a prudent man would take with *his* own property; and shall further have the said negro slaves so hired to the said Benjamin F. Terry, forthcoming to abide any order or decree that the said court, acting as aforesaid, may make, whenever the said court, acting as aforesaid, shall order and direct, and shall further not remove the said negro slaves beyond the jurisdiction of the said court; then the obligation to be null and void; otherwise to remain in full force and effect.

D. S. TERRY,
WM. T. AUSTIN,
Witnesses to the signatures of B. F. Terry and W. J. Kyle.

B. F. TERRY, [SEAL.]
W. J. KYLE, [SEAL.]

WM. H. MANADUE,
D. S. TERRY,
Witnesses to the signatures of Sydney Phillips, and Jas. Ray Phillips.

SYDNEY PHILLIPS, [SEAL.]
JAS. RAY PHILLIPS. [SEAL.]

H. M. THOMPSON, D. S. TERRY, Witnesses to the signatures of Jas. B. Miller and J. H. Herndon.	J. B. MILLER, J. H. HERNDON,	[SEAL.] [SEAL.]
M. R. WILLIAMS, D. S. TERRY, Witnesses to the signature of N. F. Williams,	N. F. WILLIAMS,	[SEAL.]
JAMES TODD, D. S. TERRY, Witnesses to the signature of W. W. Williams.	W. W. WILLIAMS.	[SEAL.]

Bond.

THE UNITED STATES OF AMERICA,
State of Texas.

Know all men by these presents, that we, Benjamin F. Terry as principal, and William J. Kyle, and John P. Gill, Jas. B. Miller, J. H. Herndon as security, of the county of Brazoria, and citizens of the State of Texas, and each of us are held and firmly bound unto Peter MacGreal, as receiver of certain negro slaves mentioned in the bill of complaint, in a certain cause now depending in the District Court of the United States of America, for the District of Texas, wherein the Union Bank of Louisiana are complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, are defendants, and of the increase of the said negro slaves as in the said bill of complaint mentioned, in the full and just sum of two thousand dollars, to be paid to the said Peter MacGreal as receiver as aforesaid, his successors in the said office of receiver, or to such person or persons as the said court having and exercising the powers and jurisdiction of a circuit court of the said United States shall hereafter appoint and decree, for which payment well and truly to be made we bind ourselves, and each of us, our heirs, executors, administrators, and assigns, jointly and severally firmly by these presents, sealed with our seals and dated this fifteenth day of March, in the year of our Lord one thousand eight hundred and forty-eight. Whereas the said Peter MacGreal has this day, under the directions of the said court, hired to the said Benjamin F. Terry certain of the said negro slaves and of their said increase, of the names and about the ages following. Jane, aged about 28 years, and her children, Harriet, about 10 years of age, and Clarissa, one year old. And whereas the said Benjamin F. Terry is by the contract of hiring under the directions of said court, and in law bound to conform to certain conditions hereinafter expressed: Now therefore the condition of the above stated obligation is such that if the said Benjamin F. Terry shall well and truly

pay to the said Peter MacGreal, his successors in the said office of receiver, or to such person or persons, as the said court having and exercising the powers and jurisdiction of a circuit court of the said United States, for the District of Texas, shall hereafter appoint and decree, the sum of five dollars as the hire of the said negro slaves so hired by the said Benjamin F. Terry, of the said Peter MacGreal, for the period of nine months and fifteen days, at the expiration of such period, and shall also during the same period not make any improper use of the said negro slaves, and shall also treat the said negro slaves humanely, feed them with wholesome diet, clothe them in a good and comfortable manner, and generally exercise such care with respect to the said slaves as a prudent man would take with his own property, and shall further have the said negro slaves so hired to the said Benjamin F. Terry, forthcoming to abide any order or decree that the said court acting as aforesaid may make, whenever the said court acting as aforesaid shall order and direct, and shall further not remove the said negro slaves beyond the jurisdiction of the said court, then the above obligation to be null and void, otherwise to remain in full force and effect.

A. P. CRITTENDEN, WM. T. AUSTIN, Witnesses as to B. F. Terry, Wm. J. Kyle, John P. Gill.	B. F. TERRY, W. J. KYLE, JOHN P. GILL.	[SEAL.] [SEAL.] [SEAL.]
JNO. R. JONES, ELY F. ROSS, As to J. B. Miller's signature.	J. B. MILLER.	[SEAL.]
ROBERT MOORE, CHARLES LEONARD, As to J. H. Herndon.	J. H. HERNDON.	[SEAL.]

And the said report and bonds were on the fifth day of April, in the year aforesaid, filed in said cause.

On the twenty-fifth day of February, in the year aforesaid, the following affidavit was filed, to wit:

Affidavit.

In the United States District Court, in and for the district of Texas.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND HIS WIFE.

In Chancery.

And now comes Josiah S. Stafford, appearing for the purposes only of the motion, to which this affidavit relates, and upon oath says:

That the said mortgage mentioned in complainants' bill has been wholly paid and satisfied, and that it is not true as alleged against him in said bill that he intends or ever did intend to avoid any process or mandate of this honorable court, or for that purpose to remove either himself or any of his property beyond the jurisdiction of this court. On the contrary, he alleges that he has always been ready to submit to the process of the court, and obey its mandates.

J. S. STAFFORD.

Sworn to and subscribed in open court, this 25th February, 1848.

THOMAS BATES,
Clerk.

And on the third day of March, in the year aforesaid, the following affidavit was filed, to wit:

Affidavit and Order thereon.

THE UNITED STATES OF AMERICA. In Chancery.

District of Texas.

Between

THE UNION BANK OF LOUISIANA, compl'ts,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE.

William G. Hale, solicitor of the complainants in the above entitled cause, makes oath and says that he is now advised and verily believes that the testimony of Gilbert F. Leonard, of the county of Brazoria and State of Texas, is material for the just decision of this cause, and necessary for the complainants; and that the said Leonard is a single witness to certain facts which the said complainants desire and consider necessary to be proved by him; and that it may be of great injury to the said complainants if the said Leonard be not examined before the coming in of the answers of the said defendants.

WILLIAM G. HALE.

Subscribed and sworn to before me, this 2d day of March, 1848.

JOHN C. WATROUS,
U. S. Judge.

Upon which is the following order, to wit:—

To the Clerk of the District Court of the United States for the District of Texas.

Let a commission issue in due form to Jarvis Dockrill, of the county of Brazoria, to examine the above-named Gilbert F. Leonard, de bene esse, in the said cause.

JOHN C. WATROUS,
U. S. Judge.

And on the third day of March, in the year aforesaid, the following entry was made in the order book of this court, to wit:—

Entry of Notice.

To Josiah S. Stafford, and Jeanetta Kirkland, his wife, defendants in the above-entitled cause.

Sir and Madam:

Please to notice that application will be made to the clerk of this honorable court, to issue a commission to Jarvis Dockrill, of the county of Brazoria, as directed by the Judge of this court, for the purpose of taking the testimony of Gilbert F. Leonard of the same county, on the part of the complainants in the said cause, on the fourteenth day of March in the present year, and that the commissioner will proceed as soon after the said day as practicable to take the testimony as aforesaid of the said Leonard, at the town of Brazoria.

WILLIAM G. HALE,
Solicitor for Plaintiff.

March 3d, 1848.

And afterwards, to wit, on the twenty-first day of March, in the year aforesaid, William G. Hale, solicitor for complainants, made the following motion, to wit:

Motion.

DISTRICT COURT OF THE UNITED STATES. In Chancery.
District of Texas.

Between

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD and JEANETTA KIRKLAND, his WIFE.

William G. Hale, solicitor for complainants in the above-entitled cause, moves this honorable court to refer the report of the receiver, filed on this day to the master, and to instruct him to report thereon forthwith, as to the sufficiency of the sureties and principals on the bond therein stated to have been offered to the said receiver.

WILLIAM G. HALE,
Solicitor for Complainants.

March 21, 1848.

Which said motion was filed on the day aforesaid.

And on the twenty-first day of March, in the year aforesaid, the master in chancery made the following report, to wit:

Report of Master.

UNION BANK OF LOUISIANA
vs.
J. S. STAFFORD AND WIFE.

The undersigned master to whom was referred the bond offered in the above-entitled cause to the receiver, begs leave to report that he has examined W. J. Kyle, John Sleight, and Saml. M. Williams as to the sufficiency of the security offered to the bond of D. S. Terry, and he finds that said security is ample and sufficient, and would recommend that the receiver be required to receive the same.

And he begs to be relieved.

THOS BATES,
Master in Chancery.

Galveston, 21st March, 1848.

Afterwards, to wit, on the rule day of May, being the day of May, in the year of our Lord one thousand eight hundred and forty-eight, the said complainants, by their solicitors aforesaid, made the following entry in the order book of the said court.

Entry.

It is ordered in this case that a judgment pro confesso be entered against defendants for failing to answer as by rule required.

THOS. BATES,
Clerk.

Afterwards, to wit, on the twenty-fourth day of the month of May, in the year aforesaid, the following notice was issued by the master in chancery of this court, to wit:

Notice.

UNITED STATES OF AMERICA.
District of Texas.

To the marshal of the district of Texas, greeting:

You will notify Josiah S. Stafford, that the master in chancery will proceed to-morrow, at 4 o'clock P. M., at the U. States District Court-room in the city of Galveston, to examine the accounts of Peter MacGreal, receiver in the cause of the Union Bank of Louisiana vs. J. S. Stafford and Wife, and report on the same upon the further order of court.

At which time and place the said J. S. Stafford is hereby notified to appear if he think proper.

THOS. BATES,
Master in Chancery.

May 24th, 1848.

3 19 f.

On which is the following return, to wit:

Return.

Rec'd 24th May, 1848, and executed same day by serving J. S. Stafford with notice.

JAS. H. COCKE, *Marshal.*
By H. B. MARTIN, *D. Marshal.*

Afterwards, to wit, on the twenty-fifth May, in the year aforesaid, the said complainants, by Ebenezer Allen and William G. Hale, their solicitors in this court, filed the following motion, to wit:

Motion for Decree.

DISTRICT COURT OF THE UNITED STATES. In Chancery.
District of Texas.

Between—

THE UNION BANK OF LOUISIANA
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, his WIFE.

Ebenezer Allen and William G. Hale, of counsel for the complainants in the above-entitled cause, now move this honorable court to proceed to pronounce a decree, confirming the order taken for the said complainants at the last rule day in the clerk's office, and directing that all the matters and things alleged by the said complainants in their bill of complaint be taken as confessed against each and both of the defendants thereto.

EBENEZER ALLEN, and
WM. G. HALE,
Of counsel for Compl'ts.

March 25th, 1848.

Which said motion was on the same day entered on the motion book of the said court; and thereafter, to wit, on the twenty-seventh day of said month, withdrawn by the complainants.

Afterwards, to wit, on the twenty-fifth day of May in the year aforesaid, the following subpœna was issued, to wit:—

Subpœna.

UNITED STATES DISTRICT COURT,
District of Texas.

The President of the United States of America to the Marshal, or any of his lawful Deputies, of the District of Texas, greeting:

You are hereby commanded to summon H. G. Runnels, J. H. Mitchel, Carter Beamon, Sam'l M. Williams, Wm. E. Howeth, John O. Whitfield, if they be found in your district, to be and

appear before the honorable the District Court of the United States, before the Master in Chancery in and for the District of Texas, at the city of Galveston, then and there to give evidence.

Witness the honorable John C. Watrous, judge of said court, at the city of Galveston, this 25th day of May, A. D. 1848, and 72d year of the independence of the United States.

THOS. BATES,
Clerk.

Return.

Upon which is the following return, to wit:

Rec'd 25th May, 1848; executed same day.

J. H. COCKE,
Marshal.
By SAM'L. HINTON,
Deputy.

And afterwards, to wit, on the twenty-sixth day of May, in the year aforesaid, the following subpœna was issued, to wit:

Subpœna.

UNITED STATES DISTRICT COURT,
District of Texas.

The President of the United States of America to the Marshal, or any of his lawful Deputies, of the District of Texas, greeting:

You are hereby commanded to summon Joel Spencer and R. J. W. Reel, if he be found in your district, to be and appear before the Honorable the District Court of the United States, before the Master in Chancery in and for the District of Texas, at the city of Galveston, on the 3d June next, then and there to give evidence on part of defendant, in a suit now depending in said court, wherein Union Bank Louisiana are plaintiffs, and J. S. Stafford and wife are defendants.

Witness the Honorable JOHN C. WATROUS, judge of said court, at the city of Galveston, this 26th day of May, A. D. 1848, and seventy-second year of the independence of the United States.

THOS. BATES,
Clerk.

Return.

Upon which is the following return, to wit:

Rec'd 26th May, 1848, and executed by giving the parties notice of this subpœna.

JAS. H. COCKE,
Marshal.
By G. F. LEONARD.

Ju. 2, 1848.

And afterwards, to wit, on the twenty-sixth day of May, in the same year, the following subpœna was issued, to wit:

Subpœna.

UNITED STATES DISTRICT COURT,
District of Texas.

The President of the United States of America to the Marshal, or any of his lawful Deputies, of the District of Texas, greeting:

You are hereby commanded to summon G. F. Leonard, John C. Mussa, John O. Winhim, Carter Beamon, Edward Bradley, L. H. M'Niel, if *he* be found in your district, to be and appear before the Honorable the District Court of the United States, before the Master in Chancery in and for the District of Texas, at the city of Galveston, on the 3d day of June next, then and there to give evidence on part of receiver, in a suit now depending in said court, wherein Union Bank of Louisiana are plaintiffs, J. S. Stafford and wife are defendants.

Witness the Honorable JOHN C. WATROUS, Judge of said court, at the city of Galveston, this 26th day of May, A.D. 1848, and seventy-second year of the Independence of the United States.

THOS. BATES,
Clerk.

Upon which is the following return, to wit:—

Return.

Rec'd 26th May, 1848, and executed on all the parties in this subpœna, by giving them notice except Bradley.

JAS. H. COCKE, *Marshal.*
By G. F. LEONARD.

Ju. 2d, 1848.

Afterwards, to wit, on the twenty-seventh day of May, in the year aforesaid, the said complainants, by their solicitors aforesaid, filed the following motion, to wit:

Motion.

DISTRICT COURT OF THE UNITED STATES. In Chancery.
District of Texas.

Between
THE UNION BANK OF LOUISIANA
and
JOSIAH S. STAFFORD and JEANETTA KIRKLAND, his WIFE.

Ebenezer Allen and William G. Hale, of counsel for the complainants in the above-entitled cause, move this honorable court to direct

the master to whom was referred the examination of the accounts of Peter MacGreal, receiver, to report thereon, without fail, on Monday the fifth day of June, next ensuing.

EBN. ALLEN, and
WM. G. HALE,
For Compl'ts.

May 27th, 1848.

Which said motion was on the same day entered upon the motion book, and thereafter sustained by the court.

Afterwards, to wit, on the twenty-seventh day of May, in the year aforesaid, the following order was made by the court, to wit:—

Order.

This day came the parties by attorney, and the plaintiff by attorney, and withdraws their motion entered on motion docket on the 25th May, 1848.

And afterwards, to wit, on the second day of June, in the year aforesaid, the following subpœna was issued, to wit:—

Subpœna.

UNITED STATES DISTRICT COURT,
District of Texas.

The President of the United States of America, to the Marshal or any of his lawful deputies of the District of Texas, greeting:

You are hereby commanded to summon John C. Shaw and A. F. James, if *he* be found in your district, to be and appear before the honorable the District Court of the United States, before the Master in Chancery, in and for the district of Texas, at the city of Galveston, on the 3d day of June next. Then and there to give evidence on part of receiver, in a suit now depending in said court, wherein Union Bank of Louisiana are plaintiffs, and J. S. Stafford and wife are defendants.

Witness the Honorable JOHN C. WATROUS, Judge of said court, at the city of Galveston, this 2d day of June, A. D. 1848, and seventy-second year of the independence of the United States.

Upon which is the following return, to wit:—

Return.

Rec'd 2d June, 1848, served same day.

JAS. H. COCKE, *Marshal.*
By H. B. MARTIN, *Deputy.*

And afterwards, to wit, on the rule day in June, being the day of June, in the year aforesaid, the following entry was made upon the order book of the said court:

Entry.

In this cause, it appearing that an order to take the bill pro confesso *and* been entered at the last rule day: It is now ordered that the said cause be set down for a hearing upon the bill, and the other proceedings therein, upon Friday, the 9th day of the present month, or as soon thereafter as such hearing can be had, and that the clerk therein attend with the record of the bill and other proceedings, in order that the court may proceed therein.

THOMAS BATES,
Clerk.

And afterwards, to wit, on the fifth day of June, in the year aforesaid, the complainants by their solicitors, Allen and Hale, filed the following motion, to wit:

Motion.

THE DISTRICT COURT OF THE UNITED STATES. In Chancery.
District of Texas.

Between
THE UNION BANK OF LOUISIANA
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE.

Ebenezer Allen and William G. Hale, of counsel for the complainants in the above-entitled cause, having had the same set down for a hearing, now move this honorable court to appoint Friday, the ninth day of the present month, or some other day, as shall seem best to the court, for the hearing of the cause, and to direct the clerk to attend upon such day with the record of the bill and other proceedings therein, in order that the court may hear and determine the same, and further to place the said cause first upon the docket of chancery causes.

EBENEZER ALLEN and WM. G. HALE,
Of counsel for compl'ts.

Monday, June 5th, 1848.

Which said motion was thereafter on the same day entered on the motion book.

And afterwards, to wit, on the fifth day of June, in the year aforesaid, the said defendants by McQueen and Alexander, their solicitors, filed the following motion, to wit:

Motion.

IN CHANCERY.

Between

THE UNION BANK, compl'ts,
and
JOSIAH S. STAFFORD AND WIFE, def'ts.

The defendant in the above-styled cause, by their solicitors, move this honorable court to set aside the order or rule entered at rules, on the first Monday of May, 1848, whereby it was "ordered in this cause that a judgment pro confesso be entered against defendants for failing to answer as by rule required," and to grant leave to the defendants to demur to the complainants' bill, and in case their demurrer is overruled, to permit them to plead and answer separately within such reasonable time as may be deemed sufficient by the court.

And they ask leave to refer to the several affidavits, causes, and specifications by them *by them* to be filed in support of this their motion, before or at the hearing thereof, as part of the same.

McQUEEN & ALEXANDER,
Of the Solicitors for the Defendants.

Which said motion was thereafter on the same day entered on the motion book.

And afterwards, to wit, on the fifth day of June, in the year aforesaid, the following order was made, to wit:

Order.

In this cause, upon motion of solicitors of complainants, it is ordered that the master to whom was referred the account of Peter MacGreal, Esq., be required to report instanter.

And afterwards, to wit, on the fifth day of June, in the year aforesaid, the master in chancery made the following report, to wit:

Master's Report.

UNION BANK OF LOUISIANA
vs.
STAFFORD AND WIFE.

Master's report on the account of Peter MacGreal, Esq., receiver.

The undersigned master in chancery, to whom was referred the account of Peter MacGreal, Esq., receiver in the above-entitled cause, beg leave to report as follows, that said receiver be allowed the following amounts, viz:

On the first charge the sum of		$200 00
" " second	" " " "	105 00
" " third	" " " "	585 00
" " fourth	" " " "	51 20
" " fifth	" " " "	312 00
" " sixth	" " " "	48 00
" " seventh	" " " "	25 00
" " eighth	" " " "	78 00
" " ninth	" " " "	47 80
" " tenth	" " " "	315 00
		$1767 00

Making the total the amount of seventeen hundred and sixty-seven dollars: and that the receiver be required to furnish the necessary vouchers for charges 8 and 9, and if he fails to do so, the master would reject said charges. All of which is most respectfully submitted.

THOS. BATES,
Master in Chancery.

June 5th, 1848.

And afterwards, to wit, on the thirteenth day of June in the year aforesaid, Josiah S. Stafford, one of the defendants, made the following affidavit, to wit:

Affidavit.

In the District Court of the United States in and for the District and State of Texas.

THE UNION BANK OF LOUISIANA
vs.
J. S. STAFFORD AND WIFE.

In this case Josiah S. Stafford, one of the defendants, upon oath says: That this affiant has never intended any disregard, disrespect or contempt of any order of this honorable court. He states that he offered to pay the expenses of the receiver to Houston, in Harris county, where all the slaves in possession of defendants then were, and to place it in his power to take and receive any negroes in possession of defendants which his appointment authorized him to receive; which offer was made in good faith, but declined by the receiver. That this affiant neither has nor claims any right, title or interest in any slaves which are in possession of himself and wife, nor any control over the same. That the title to all the slaves which are in possession of himself and wife or others, under them is in James Alexander McWaters in trust to the separate use of the defendant, Jeanetta Stafford, subject to the sole control of said McWaters, of which the complainant had due and legal notice. He further states that at and since the commencement of this suit the

said slaves in possession of these defendants—except some few employed in the household service of his family—were and still are in custody of other persons than these defendants, upon contracts of hire until the end of the present year, which rendered and still renders any actual delivery of them to the receiver impossible on the part of either of these defendants. That this affiant has never in any way been guilty of any disrespect or contempt of this honorable court, but on the contrary has always appeared when summoned by the court, and recently attended as required to do before the master to contest the account of the receiver without any objection to his so appearing on the part of the complainant, and in all respects has obeyed the precepts of the court to the extent of his ability to do so. He further states that the property now in the custody of the receiver is, as he believes, of sufficient value to satisfy the demand of the complainant.

J. S. STAFFORD.

Sworn to before me, 18th June, 1848,

THOS. BATES,
Clerk.

Which said affidavit was filed on the said thirteenth day of June, in the year aforesaid.

And afterwards, to wit, on the thirteenth day of June, in the year aforesaid, Jeanetta Kirkland, one of the defendants in this cause, made the following affidavit, to wit:

Affidavit.

IN THE DISTRICT COURT OF THE UNITED STATES,
For the District and State of Texas.

THE UNION BANK OF LOUISIANA
vs.
J. S. STAFFORD AND WIFE.

In this case, Jeanetta Stafford, one of the defendants, upon oath, says:

That no subpœna, process, notice, order or rule in said cause has ever been personally served upon her, nor so far as she is informed and believes, upon her solicitors or either of them. That Josiah S. Stafford neither has nor claims any property in any slaves which are in the possession of these defendants; but that all the slaves in said possession are the property of James Alexander MacWaters, who holds the same in trust to the separate use of this affiant and her heirs, and in further trust to apply the proceeds of the labor of said slaves to the support of this affiant and her children, and that said Josiah neither had nor has any control over said slaves. That the said complainant, at the time of filing the bill, had due and legal notice that the title was in said trustee. That so far as this

affiant knows or believes, said Josiah had and has no intention to disregard or disrespect any order or orders of this hon'ble court, but could not deliver any slaves to said receiver without the consent and authority of this affiant's said trustee, which has not been given to him. That at and since the commencement of this suit, all the slaves in possession of these defendants, except some few employed in the household service of this affiant, were and still remain in the custody and control of other persons, under contracts of hire until the end of the present year, and thereby the actual delivery of them to the receiver was and now is out of the power of either of these defendants. That said slaves were at the time at and near Houston, in Harris county. That this affiant is informed, and verily believes, that the said Josiah offered every facility to the receiver to take and receive any negroes in possession of these defendants, which he was authorized to take and receive; that said offers were made in good faith and would have been complied with on the part of both defendants, but were declined by said receiver.

JEANETTA STAFFORD.

Sworn to before me, 13th June, 1848.

THOS. BATES,
Clerk.

Which said affidavit was filed on the thirteenth day of June, in the year aforesaid.

And afterwards, to wit, on the fourteenth day of June, in the year aforesaid, Peter MacGreal, Esq., receiver in said suit, presented to the court the following petition, to wit:

Petition of Receiver.

IN THE UNITED STATES DISTRICT COURT,
District of Texas, June, A. D. 1848.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.

To the Honorable John C. Watrous, judge of the United States District Court in and for the district aforesaid.

Peter MacGreal, receiver in said suit, humbly complaining, respectfully represents to your honor that, on the 5th day of June, 1848, the master in chancery reported upon the account of your petitioner, and deducted from said account the sum of about seventeen hundred dollars, without any sufficient cause for the same, and notwithstanding full proof of the whole of said account was made.

He represents that the amount, as allowed by the master in chancery, is wholly inadequate to the payment of the expenses actually incurred in said court by your petitioner, and that he is greatly injured thereby.

He prays your honor to review and revise the report of the master in chancery in this matter, and that your petitioner be permitted to prove said account before your honor, and that said account may be allowed and taxed as costs of said suit.

And, as in duty bound, &c.,

PETER MacGREAL.

June 14th, 1848.

And the said Peter MacGreal further represents to your honor, and specially excepts to the report of the master in chancery, and assigns for causes of exception the following reasons, that is to say, to the first charge as allowed by the master, he excepts, because the sum allowed by the master is less than the cash actually paid men for aiding in said business, and which expenses as incurred by the receiver he could not have avoided and attained the object of the appointment, and by said report he is injured in about the sum of two hundred dollars.

To the second charge, as allowed and reported by the master, he excepts, because the said allowance is insufficient to cover the expenses therein mentioned, which are reasonable and were unavoidably incurred by the receiver.

To the third charge, as allowed by the master, the receiver especially excepts, and says, that the said allowance is unjust and unreasonable, and wholly insufficient to pay the costs as charged in the account of the receiver. That said negroes had to be carefully kept in houses, many of them being women and children, and had to be fed upon flour, rice, bacon, &c., because beef and corn meal could not be obtained in Brazoria for the subsistence of said negroes at said time.

To the fourth charge, as allowed by the master, he excepts for the reasons set forth in the exceptions to the third charge as allowed.

To the fifth charge, he excepts to the report and allowance of the master, because the same is less than the cash paid to the said guards, and men could not be had for less in whom confidence could be reposed.

To the sixth charge, as allowed, he excepts for the same cause mentioned in relation to the fifth charge.

To the seventh charge, as allowed, he excepts for the same reasons alleged in the preceding exceptions.

To the tenth charge as allowed he excepts, because the same is insufficient to pay necessary travelling and other expenses incurred in said business, as said receiver; and because the great responsibility, damage, labor and fatigue incurred in said business, is worth the sum of five hundred dollars at least, and because the same was fully proved, as well as the other charges made by said receiver, and ought to have been allowed by the master in chancery.

And he prays your honor to review and revise the said report,

and to allow the account of your petitioner. He prays leave to exhibit in support of said account the depositions of witnesses taken by consent of complainants and defendants.

PETER MacGREAL,
Receiver.

And afterwards, to wit, on the fifteenth day of June, in the year aforesaid, the court made the following order, to wit:

Order.

This day came the complainant by solicitors, and moves the court to set said cause for hearing, whereupon it is ordered that said cause be set down for hearing on Tuesday next, and that the same be placed first upon the chancery docket for said day.

Afterwards, to wit, on the twentieth day of June, in the year aforesaid, the following order was made by the court, to wit:

Order.

This day came the receiver, Peter MacGreal, and moves the court to refer the account of receiver to the master for further proof, and report the same as soon as possible, which motion was granted by the court.

Afterwards, to wit, on the twenty-first day of June, in the year aforesaid, the following order was made by the court, to wit:

Order.

This cause having been set for hearing upon this day, upon the bill taken as confessed, the counsel for the complainant proposed to proceed therewith, but it was ordered by the court that the motion heretofore made by the respondents to vacate the order entered upon the minutes on the 19th of February, in the present year, had precedence and should first be heard, and that the matter of the hearing of the cause should be continued, to which the counsel for the complainants excepted.

Afterwards, to wit, on the twenty-second day of June, in the year aforesaid, the following orders were made by the court, to wit:

Order.

In this cause the respondents having withdrawn their motion filed in this cause on the 5th day of June, 1848: It is therefore considered by the court that they take nothing by their said motion.

Order.

In this cause the respondents having withdrawn their motion to vacate the order of the 19th February, the counsel for the complainants, *after* filing a motion for a rule for an attachment against the

respondents for a contempt of this court, in disobeying the order entered upon the minutes of the last term, on the 26th day of February, proposed again to go on with the hearing of the cause upon the bill taken as confessed, and protested against the appearance in any way of the respondents or their counsel, and waived nothing of their right to proceed ex-parte.

Afterwards, to wit, on the twenty-first June, in the year aforesaid, the following subpœna was issued, to wit:

Subpœna.

UNITED STATES DISTRICT COURT,
District of Texas.

The President of the United States of America, to the marshal, or any of his lawful deputies, of the district of Texas, greeting:

You are hereby commanded to summon Richardson, if he be found in your district, to be and appear before the honorable the District Court of the United States, at a court now in session in and for the district of Texas, at the city of Galveston, instanter :—

Then and there to give evidence on part of plaintiff, in a suit now depending in said court, wherein Union Bank of Louisiana is plaintiff, and Stafford and wife are defendants.

Witness the Honorable JOHN C. WATROUS, Judge of said court, at the city of Galveston, this 21st day of June, A.D. 1848, and seventy-second year of the independence of the United States.

THOS. BATES,
Clerk.

Upon which is the following return, to wit:

Return.

Executed on the witness

JAS. H. COCKE, *Marshal.*
SAM. HINTON.

And afterwards, to wit, on the twenty-first June, in the year aforesaid, the receiver in this cause presented the following report, to wit:

Receiver's Report.

In the United States District Court, district of Texas.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE. } In Chancery, June, A. D. 1848.

The receiver, in the above-entitled cause, states that, on the 11th day of March, 1848, he addressed to Mrs. Jeanetta Stafford, of

Houston, one of the defendants in said cause, a letter requesting the said Mrs. Stafford to deliver the negroes in her possession or control mentioned in the complainants' bill, and which the receiver had been ordered to take into his possession by the court. A copy or the substance of said letter is hereto attached as a part of this report. The letter was placed in the post-office in Galveston, on or about the 14th day of March, 1848, and must have been received by the said Mrs. Stafford on or before the twentieth day of same month. To this letter the receiver obtained no answer or reply.

On the 6th day of March, 1848, the receiver demanded of said Josiah S. Stafford the balance of the negroes mentioned in complainants' bill, which the receiver had not previously obtained possession of, and the said Stafford, at Brazoria, on said day last named, refused to deliver up said negroes or any of them, and further said, that he was glad that the receiver did not go to Houston to receive said negroes, because he (the receiver) would have been murdered by his (Stafford's) friends, had the receiver gone to Houston on said business; and the said Stafford also stated that, had the receiver gone to Houston, he would not have given up said negroes, and never would give them up voluntarily.

PETER MACGREAL,
Receiver.

Copy of Letter referred to.

BRAZORIA, *March 11th*, 1848.

DEAR MADAM:

By an order issued from the United States District Court for the district of Texas, I have been instructed to take possession of certain negro slaves and their increase mentioned in the bill of complaint in a certain cause, wherein the Union Bank of Louisiana are complainants, and your husband, Col. J. S. Stafford, and you are defendants. In pursuance of the order referred to, I obtained possession of seventy-five of the negroes mentioned in the order, and have them now at this place. There are other negroes in the order mentioned which are in your possession or under your control, and these I respectfully request you to deliver. If it be your wish, I will go to Houston and there receive them, or will attend at any other place most convenient for you to deliver the negroes.

With the highest respect,
I remain your obedient servant,
PETER MACGREAL,
Receiver.

Sworn to in open court, this 21st June, 1848.

THOMAS BATES,
Clerk.

Which report was filed on the day aforesaid.

And afterwards, to wit, on the twenty-first day of June, in the year aforesaid, the said complainants, by Ebenezer Allen and William G. Hale, their solicitors in this court, filed the following motion, to wit:—

Motion.

The District Court of the United States, District of Texas.

Between

THE UNION BANK OF LOUISIANA
and
JOSIAH S. STAFFORD AND WIFE.

In Chancery.

Ebenezer Allen and William G. Hale, of counsel for the complainants in the above-entitled cause, move this honorable court to amend an order entered in the said cause, on the nineteenth day of February, in the present year, by filling up the first blank left therein with the word "sixth," and the second with the word "March," and by inserting directly after the figures 1848, succeeding the said last-mentioned blank the words "or, at such time and such place as shall hereafter be ordered by this court;" and this they move for the following reasons, to wit:—

Because it appears by the record that the leaving of these blanks was a casual omission, and can be corrected by the minutes of other orders in relation to the same matter.

Because the blanks would have been so filled up, as now requested, had such request been made at the time of signing the minutes of the last term.

Because it was the intention of all the parties in the said cause that the said blanks should be so filled up.

Because it is necessary so to fill up the said blanks in order to carry out the intention of the said order.

ALLEN and HALE,
Of Counsel for Compl'ts.

June 21st, 1848.

Ebenezer Allen and William G. Hale, of counsel for the complainants in the said cause, also move this honorable court to correct the order entered upon the twenty-sixth day of February, in the present year, in the said cause, by inserting therein, after the words "and the court further orders," the further words "by the consent of the counsel of all the parties in the said cause;" and this they move for the following reasons.

Because it appears by the record that such was in fact the case.

Because it appears by the affidavits to be filed in support of this motion that such was in fact the case; and because such an entry

would have been made had it been requested at the time of entering such order.

ALLEN and HALE,
Of Counsel for Compl'ts.

June 21st, 1848.

Which said motion was on the same day entered on the motion book.

And afterwards, to wit, on the twenty-second day of June in the year aforesaid, the said complainants, by Ebenezer Allen and William G. Hale, their solicitors in this court, filed the following motion, to wit:

Motion.

DISTRICT COURT OF THE UNITED STATES. In Chancery.
District of Texas.

Between
THE UNION BANK OF LOUISIANA
and
JOSIAH S. STAFFORD AND WIFE.

Ebenezer Allen, and William G. Hale, of counsel for the complainants in the above-entitled cause, move this honorable court for a rule that an attachment issue against Josiah S. Stafford and Jeanetta Kirkland, his wife, for a contempt of this court, in disobeying and refusing to comply with an order made and entered upon the records hereof, on the twenty-sixth day of February, of the present year, requiring them to deliver up certain negro slaves to the receiver in the said cause, at a day and place therein specified, unless they, the said Josiah S. Stafford, and Jeanetta Kirkland, his wife, do within three days after the entry of such rule show good and sufficient cause why such attachment should not so issue.

ALLEN and HALE,
Of Counsel for Compl'ts.

Which said motion was on the same day entered on the motion book, and on the twenty-third day of said month sustained, and the rule granted accordingly.

And afterwards, to wit, on the twenty second day of June in the year aforesaid, the defendants by McQueen and Alexander, their solicitors in this court, filed the following motion, and the following specifications in support thereof, to wit:

Motion.

In Chancery.

Between
THE UNION BANK, &c., Compl'ts.
motion
And JOSIAH S. STAFFORD and WIFE, Defen'ts.

In the above styled cause the defendants, by their solicitors, move this honorable court to set aside the order or rule made in this cause by the court on Saturday, February 19th, 1848, by means whereof the said defendants are supposed to be considered, to be in contempt.

And said defendants, by their solicitors, ask leave to refer to the affidavits, causes and specifications by them to be filed in support of this motion, before or at the hearing thereof as part of the same.

McQUEEN & ALEXANDER,
Of the Solicitors for the defendants.

Specifications.

In Chancery.

THE UNION BANK, &c., Compl'ts.
vs. Causes and specifications in support of motion of defendants.
J. S. STAFFORD and WIFE, Defen'ts.

And the said defendants assign and show to the court the following causes and specifications in support of the motion on file, to wit:

The order or rule is indefinite and obscure.

The order or rule shows that the defendant J. S. Stafford is not and cannot by its requirements be in contempt until January 1st, 1849.

The order or rule does not hold the said Jeanetta Kirkland to be in contempt.

The order or rule is not warranted by or responsive to the motion of complainant.

The indefiniteness of the order or rule may have rendered it impossible for defendant, J. S. Stafford, to comply with it without becoming legally liable to third persons.

The order or rule is in every particular, and in all respects, irregular and defective.

Nothing in the record justifies the making of the order or rule.

The affidavit of complainant's solicitors does not embrace all of the material allegations of the bill.

Complainant has inserted scandalous and impertinent matter in the bill.

No affidavit nor copy thereof in support of the motion upon which

the order or rule was made was served upon either of the defendants nor upon any of their solicitors.

No notice was given of the motion upon which the order or rule was made.

Neither the order or rule, nor a copy thereof has been served upon either of the defendants.

The best evidence in support of complainant's bill has not been produced.

It is apparent from every part of the record in this cause and from all taken together that the order or rule should be set aside.

The receiver was improperly appointed.

The affidavits of the defendants show that Josiah S. Stafford has and claims no property in the negroes in his possession.

The defendant, J. S. Stafford, disclaims in his affidavit any intention to commit a contempt.

The receiver has been guilty of *laches*, and has not used due diligence in complying with the orders of the court.

The negroes are and were the property of the defendant, the said Jeanetta Kirkland, in trust.

The greater part of the balance of the said Jeanetta Kirkland's negroes are and were hired out.

The defendant, Josiah S. Stafford, might not comply with an order or rule of court, even if it were definite, if a compliance were to amount to an admission that he was guilty of a felony.

The complainant has waived the contempt (if the defendants, or either of them, were in contempt) by permitting the defendants, by their solicitors, to appear before the master and to contest the receiver's account.

The ends of justice would not be promoted by holding the def'ts, or either of them, to be in contempt.

McQUEEN & HARRIS,
Of the Solicitors for the def'ts.

As to which motion, it was ordered by the court that it be entered *nunc pro tunc*, as of the fifth day of June, one thousand eight hundred and forty-eight, which was done accordingly.

Afterwards, to wit, on the twenty-third of June, in the year aforesaid, the following order was made by the court, to wit:

Order.

Upon motion of complainants in this cause, it is ordered by the court that an attachment issue from this court against Josiah S. Stafford and Jeanetta K. Stafford, his wife, for a contempt, unless they appear on Wednesday next, the 28th day of June, 1848, and show good cause for failing to comply with an order of this court, made on the 26th day of February, 1848, requiring them to deliver up certain negro slaves to the receiver in said cause, at a day and place therein specified in said order.

Afterwards, to wit, on the twenty-third day of June, in the year aforesaid, the following affidavits were filed, to wit:

Affidavit.

THE STATE OF TEXAS,
County of Harris.

Before me, C. W. Buckley, judge of the Seventh Judicial District in and for the State aforesaid, duly commissioned and sworn, personally appeared Doctor Gustavus Holland, a practicing physician in the city of Houston, to me well known, who, after being first duly sworn, saith that from the 28th day of April last past, until the 1st instant, both days inclusive, he was the attending physician of Algernon P. Thompson, Esq., and that during the time aforesaid said Thompson was seriously indisposed, and thereby was unable to travel, appear in court, or attend to business of any kind.

G. HOLLAND, M. D.

Sworn to and subscribed before me, this 24th day of May, A. D. 1848.

C. W. BUCKLEY,
Judge 7th Judicial District.

Affidavit.

IN THE DISTRICT COURT OF THE UNITED STATES,
For the District of Texas.

THE UNION BANK OF LOUISIANA
vs.
J. S. STAFFORD AND WIFE. } In Chancery.

In this case, A. P. Thompson, one of the solicitors for the defendants, upon oath, says: That he was employed in the defence of said suit, and intended, during the anticipated absence of the other solicitors, to attend the court at the rule day, on the first of May last, and either obtain further time to plead and answer, or to file defences, as he might deem advisable, but was taken ill a day or two previous to said rule day, and confined to his bed, and thereby prevented from attending the court until after said rule day, and after the said judgment *pro confesso* was entered. That being unable to write himself, he caused a letter to be written to one of the solicitors for the complainant, requesting that no order prejudicial to the defendants might be taken until he should be able to attend; that nevertheless the said judgment *pro confesso* was taken on said rule day in the absence of all the solicitors for defendants.

A. P. THOMPSON.

Sworn to in open court, this 23d June, 1848.

THOS. BATES,
Clerk.

3207.

Affidavit.

THE UNION BANK, &c., Compl'ts,
vs.
JOSIAH S. STAFFORD AND WIFE, Def'ts.

This affiant, Josiah S. Stafford, one of the defendants in the above styled suit, being duly sworn, makes oath and says: That some four or five days before the rule day of this honorable court, in and for the month of May last, he was taken sick, and in consequence of his illness was confined to his house (in Houston, Harris county), and subjected to medical treatment from the time of the commencement of his said illness until several days after said rule day. Affiant further states that he was advised by his physician that he could not go to Galveston and attend in person to his suit, without seriously hazarding and endangering his health. Affiant further states that owing to his sickness aforesaid, and to his feeble condition ensuing thereon, it became necessary that his wife, his co-defendant in this suit, at the time aforementioned, and continually during his said illness, should remain in Houston and bestow her personal attention and care upon affiant while in the afore-described critical condition. Affiant further states that at and during the first of his afore-mentioned illness, that he had no reason to suppose or to believe that said illness would be of so serious a nature, or so protracted, as to prevent him or his wife, or either of them, from attending this honorable court at the rule day aforesaid; or that it would put it out of his power to employ another solicitor, or to obtain further time to demur, or to plead, or to answer. Affiant further states that he is informed, and verily believes, that at and during the time of his aforementioned sickness, his solicitor, A. P. Thompson, Esquire, of Houston, who was expected by affiant and his wife to attend with them upon this honorable court, at rules, on the rule day aforementioned, and then and there, in the anticipated absence of their other solicitors, to take such steps and file such defences in their behalf as might be necessary in this suit; also, a day or two after the commencement of affiant's illness, taken sick, and that he also continued seriously ill and unable to attend this honorable court until after said rule day. Affiant further states that he was not advised of the said illness of his aforesaid solicitor in time to make any arrangement for employing some other solicitor to defend in behalf of himself and his wife, as aforenamed, or to procure a further extension of time to put in his aforementioned defences. Affiant further states that the pretended mortgage, first mentioned in complainants' bill, purports to have been executed on the day of 18 , and that there has been no novation of the same either by the second pretended mortgage in the bill mentioned, or by any other instrument. Affiant states that he is advised by his solicitors, and verily believes, that complainants' bill is generally demurrable

for want of equity, and that various parts of it are also demurrable for special causes. Affiant further states that he is advised, and verily believes, that various pleas, and more particularly a plea of the law of prescription and limitation, are applicable to the defence of this suit by himself and his wife; and that said pleas are regarded by his solicitors as making a good and sufficient defence to this suit. Affiant further states that he does not claim to own the negroes that have been heretofore in the possession of himself and his wife, nor any part of them. Affiant states that the title to all of the negroes that were in their possession at, or for some time before the commencement of this suit, was and is invested in James A. McWaters, in trust for the use and benefit of his said wife and her heirs. Affiant also states that he is also advised by his solicitors, and verily believes that different and separate defences should be made by himself and his wife, and that her interests would be uselessly hazarded and greatly prejudiced unless this honorable court should order that the co-defendants to this suit should have leave to demur, or plead or answer (or to do either of them, as might be deemed advisable), separately. Affiant further states that reasonable time is required (as he is advised by his solicitors, and verily believes), to file the necessary defences with regard to the order of the court upon this motion.

J. S. STAFFORD.

Sworn to in open court this 23d June, 1848.

THOMAS BATES,
Clerk.

Affidavit.

THE UNION BANK OF LOUISIANA
vs
JOSIAH S. STAFFORD AND WIFE. } In Chancery.

In the District Court of the United States for the District and State of Texas.

This affiant, Jeanetta Stafford, formerly Jeanetta Kirkland, one of the said defendants in the above-styled suit, makes oath and says: That some four or five days previous to the rule day of this honorable court, in and for the month of May last, her husband, Josiah S. Stafford, the other defendant, was taken ill, and in consequence of his illness was confined to his house in the city of Houston in Harris county, and subjected to medical treatment from the time of his illness until several days after the said rule day. Affiant further states that it is her firm conviction that the said Josiah could not, during his illness aforesaid, have given his personal attention to the said suit in Galveston, without severely endangering his health. Affiant further states that owing to the said illness of said Josiah and to his feeble condition at the time, it became necessary for this affiant at the before mentioned time, and continually during the said illness of

her husband to bestow her personal attention and care upon him while in the afore-mentioned critical condition. Affiant further states that she has been credibly informed and believes that a day or two after the sickness of the said Josiah commenced, A. P. Thompson, Esq., of Houston, one of the solicitors of these defendants in said suit, and who had been employed and directed by these defendants to draw up and file their answer, and to attend to and file their defences to said suit at rules on rule day aforesaid, in the absence of their other solicitors, was taken seriously ill, and that he also continued ill and unable to attend this honorable court until after said rule day, and that she was not advised of the illness of her said solicitor until after said rule day was passed, that her other solicitors were absent. Affiant is advised by her solicitors and verily believes that the complainant's bill is demurrable for want of equity, and that various parts of it are demurrable for special causes. Affiant further states that she is informed by her solicitors and verily believes that a plea in abatement and pleas of the statute of limitations and of prescription are applicable to the said suit, and that such pleas would constitute a good defence. Affiant further states that she is further advised by her solicitors that her cause can be and ought to be properly defended by demurrers and pleas, rather than by an answer. Affiant further states that all the slaves which are or have been in possession of defendants stand deeded to James Alexander MacWaters in trust to the separate use of this affiant and her heirs, and in further trust for the maintenance of this affiant and her family; and she is advised by her solicitors and verily believes that different and separate defences should be made by herself and her said husband, and that her interests will be greatly prejudiced unless the court order that defendants have leave to demur, plead and answer separately. Affiant also states that she is advised by her solicitors that after leave shall be granted by this honorable court to demur, plead and answer, a reasonable time will be required to file such defences as may be deemed advisable with regard to the order of the court on this motion.

JEANETTA STAFFORD.

Sworn to before me, this 23d June, 1848.

THOMAS BATES,
Master in Chancery.

Affidavit.

STATE OF TEXAS,
County of Harris.

For the United States District Court, sitting at Galveston.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH STAFFORD.

This day personally appeared before me A. Wynns, Gustavus

Holland, and made oath that Josiah S. Stafford, the defendant in this case, was sick and under his treatment, and thereby incapacitated for business, from the 26th day of April last until the 3d or 4th day of May, instant; further deponent saith not.

GUSTAVUS HOLLAND.

Sworn to and subscribed before me, this 23d day of May, 1848.

A. WYNNS.

Sworn to and subscribed before me, this 24th May, 1848.

C. W. BUCKLEY,
Judge 7th Judicial District.

Afterwards, to wit, on the twenty-seventh day of June, in the year aforesaid, the said complainants, by Ebenezer Allen and William G. Hale, their solicitors in this court, filed the following motion, to wit:—

Motion.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA
and
JOSIAH S. STAFFORD AND WIFE.

In Chancery.

Ebenezer Allen and William G. Hale, solicitors and of counsel for the complainants in the above-entitled cause, move this honorable court to make an order that the bill of complaint of the said complainants be taken and stand as confessed, as from the first Tuesday in April last, and this they move for the following reasons:

Because no answer has been filed to the said bill, and the time to answer has long since expired.

Because by the rules of the court no answer can now be put in, until after a decree upon the bill taken as confessed.

Because by the rules and practices of this court, the complainants have now a right to have such order made nunc pro tunc.

ALLEN & HALE,
For Complainants.

Which said motion was on the same day entered on the motion book.

Afterwards, to wit, on the twenty-eighth day of June, in the year aforesaid, the following order was made by the court, to wit:—

Order.

The motion entered in the motion book by the defendants, on the

fifth day of June, 1848, to set aside the order formerly entered, to take the bill of the complainants as confessed, and for other purposes, having been freely argued and considered by the court: It is now ordered by the court that the order to take the bill as confessed, having under the rules of the Supreme Court been taken at too early a day, that order be now vacated and discharged, and the defendants have leave to plead or answer separately, but not to demur. Provided that their pleas or answers be filed during this day.

Afterwards, to wit, on the twenty-eighth day of June, in the year aforesaid, the following affidavit was filed:

Affidavit.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.

In Chancery.

This affiant, Jeanetta Stafford, formerly Jeanetta Kirkland, one of the defendants in the above-entitled cause, being duly sworn, makes oath and says that she refers to and reiterates the statements made in her affidavit heretofore filed in support of *her* motion to set aside the order made on the 19th February, but so far as they may be applicable to the motion of the complainant now before the court. Affiant further says that she is advised by her solicitors and verily believes that no order of this honorable court is to be found of record or ever has been of record appointing a receiver in this suit. Affiant further states that no order or rule of the court commanding or requiring her to deliver the balance of the negroes named or referred to in said cause at the town of Brazoria, on the morning of the day of the hiring of said negroes, and to deliver the same in the hands of the receiver to be hired out as required in the order of the said receiver, has ever been served upon her. She further states that until after the day fixed for said hiring had passed she was utterly ignorant of the existence of such an order, and that her health was such from the date of said order until the day fixed for the hiring, that it would have been impossible for her to have attended to it. She says that she is informed and verily believes that about (20) twenty of the slaves supposed to be referred—in said order were not in her possession or that of her husband, that they had been hired out before the filing of complainant's said bill, and possession given accordingly, and that said hiring was to continue during the present year. Said slaves were bound to the following persons: Thirteen to Nathaniel Williams, at $120 each per annum, two to W. H. Manadue, at $120 per annum; two to Doctor Herman, at Richmond, gratis; one to S. Damon, do; two to R. Lockhart, one at $96 per annum, one at $24 per annum; one to Rob't Lewis, in

Harris county, at $180 per annum, and one to Kelly, at Houston, at $10 per month.

Affiant further states the residue of the balance of slaves that have been in the possession of her husband and herself, were and are in the possession of her husband and herself at Houston; these were five in number, to wit, two women, two girls, and one man, all of which were and are affiant's only house servants. Affiant states that the condition of her health was then such as to make it absolutely necessary to enable her husband and herself to keep house to retain the possession of the last-mentioned slaves. Affiant is informed and believes that her husband offered to deliver the possession of the last mention slaves to the person said to be the receiver, if he would go to Houston for them, where they then were, and A. P. Thompson, one of her solicitors, acting for her and her husband, offered to pay his expenses in going for them and returning—and these offers the person said to be receiver refused to accept.

JEANETTA STAFFORD.

Sworn to and subscribed before me, this 28th June, A. D. 1848.

JNO. S. JONES,
Com'r.

Afterwards, to wit, on the twenty-eighth day of June, in the year aforesaid, the defendants in this cause came into court here, in their own proper persons, and filed their separate pleas to the bill of complaint herein before filed, in the words following to wit:

Pleas.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.

In Chancery.

The separate pleas of Josiah S. Stafford, one of the defendants in the above-entitled cause.

This defendant, by protestation, and not consenting or acknowledging all or any of the matters and things in the said bill of complaint contained to be true in such manner and form as the same are therein and thereby set forth and alleged, doth plead in bar, and for plea saith that by an act of the Congress of the late Republic of Texas, passed and approved on the 5th day of February, in the year of our Lord, 1841, entitled "An Act of Limitations," it was enacted that "all actions of debt grown and upon any contract in writing, shall be commenced and sued within four years next after the cause of such action or suit and not after." And this defendant for further plea saith that if the said complainants in the said bill named, either in its own right or otherwise, ever had any cause of action or suit against this defendant, for or concerning any of the matters in the aforesaid

bill of complaint mentioned, which this defendant doth in no sort admit, such cause of action or suit did accrue or arise about four years before the filing of the complainants' bill of complaint, and about four years before serving or suing out process against this defendant to appear and answer the same bill: and the said complainants were not at any time within upwards of four years before the filing of the said bill of complaint, or serving or suing out process against this defendant to appear to and answer the said bill under any of the disabilities mentioned and described in the said act of Congress. And this defendant further says that he did not at any time within four years next before the filing or the exhibiting of the said bill, or serving or suing out process to appear to and answer the same, make any promise or agreement to come to any account for or to pay or any ways satisfy the said complainants any sum or sums of money (nor did she within the four years next aforesaid make any acknowledgment in writing of the justice thereof) for or by reason of any matters, transactions or things in the complainants' said bill of complaint charged or alleged, all which matters and things this defendant doth aver to be true, and is ready and willing to maintain and prove as this honorable court shall award, and he doth plead the same in bar to the whole of the said bill, and doth humbly demand the judgment of this honorable court whether the defendant ought to be compelled to make any further or other answer to such parts of said bill.

McQUEEN & HARRIS,
Solicitors, &c.

And this defendant, by protestation, for further plea, says that by the act aforesaid it was enacted that "all actions for detaining personal property or for converting such property to one's own use, shall be commenced and sued within two years next after the cause of such action or suit and not after. And this defendant further saith that if the said complainant on the said bill named either in its own right or otherwise, ever had any cause of action as in the bill alleged, the same accrued more than two years before the commencement of said suit, and he says that the said negro slaves in the said complainants' bill mentioned and described, have been detained by and converted to the use of this defendant's wife and held in her possession, by her and her trustee, James A. McWhorters, adversely to said complainant, from 9th day of April, A. D. 1845, until after the commencement of said suit, that is to say, for more than two years next before the filing of said bill—all which matters and things this defendant doth aver to be true, and is ready and willing to maintain and prove as this honorable court shall award, and he doth plead the same in bar of the whole bill, and doth humbly demand the judgment of this honorable court whether this defendant ought to be compelled to make any further or other answer to said bill.

HUGH McQUEEN,
JOHN W. HARRIS,
Solicitors, &c.

The undersigned, of the solicitors and of counsel for defendants, do hereby certify that in our opinion the foregoing pleas are well founded in point of law.

JOHN W. HARRIS,
HUGH McQUEEN.

This affiant, Josiah S. Stafford, being duly sworn, makes oath and says that the foregoing pleas are not interposed for delay, and that they are true in point of fact.

J. S. STAFFORD.

Sworn to before me, June 28th, 1848.

J. BATES, *Com'r.*

Pleas.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.

In Chancery.

The separate pleas of Jeanetta Stafford, formerly Jeanetta Kirkland, one of the defendants in the above-entitled cause.

This defendant, by protestation and not consenting or acknowledging all or any of the matters and things in the said bill of complaint contained to be true, in such manner and form as the same are therein and thereby set forth and alleged, doth plead in bar and for plea, saith, that by act of the Congress of the late Republic of Texas, passed and approved on the 5th day of February, in the year of our Lord 1841, entitled "An Act of Limitations," it was enacted that "all actions of debt grounded upon any contract in writing shall be commenced and sued within four years next after the cause of such action or suit and not after," and this defendant for further plea saith that if the said complainant in the said bill named, either in its own rights or otherwise, ever had any cause of action or suit against the defendant for or concerning any of the matters in the aforesaid bill of complaint mentioned, which this defendant doth in no sort admit, such cause of action or suit did accrue or arise above four years, before four years, before the filing of the complainants' bill of complaint, and above four years before serving or suing out process against this defendant to appear to and answer the same bill, and the said complainants were not at any time within upwards of four years before the filing of the said bill of complaint, or serving or suing out process against this defendant to appear to and answer the said bill, under any of the disabilities mentioned and described in the said act of Congress, and this defendant further says that she did not at any time within four years next before the filing or the exhibiting of the said bill, or serving or suing out process to appear to

and answer the said bill, make any promise or agreement to come to any account for or to pay, or any ways satisfy the said complainants, any sum or sums of moneys for or by reason of any matters transactions in the complainants' said bill of complaint charged or alleged; all which matters and things this defendant doth aver to be true, and is ready and willing to maintain and prove as this honorable court shall award, and she doth plead the same in bar to the whole of the said bill, and doth humbly demand the judgment of this honorable court whether the defendant ought to be compelled to make any further or other answer to said bill.

And this defendant, by protestation, &c., for further plea says that by the act aforesaid it was enacted that all actions for detaining personal property, or for converting such property to one's own use, shall be commenced and sued within two years next, after the cause of such action or suit, and not after. And this defendant further saith, that if the said complainant in the said bill named, either in its own right or otherwise, (ever had) *ever had* any cause of action as in the bill alleged, the same accrued more than two years before the commencement of said suit; and she says that the said negro slaves in the said complainants' bill mentioned and described have been detained by and converted to the use of this defendant, and held in her possession by her and her trustee, James A. McWaters, adversely to said complainant, from 9th day of April, A. D. 1845, until after the commencement of said suit, that is to say, for more than two years next before the filing of said bill. All which matters and things this defendant doth aver to be true, and is ready and willing to maintain and prove as this honorable court shall award; and she doth plead the same in bar to the whole bill, and doth humbly demand the judgment of this honorable court, whether this defendant ought to be compelled to make any further or other answer to said bill.

JOHN W. HARRIS,
HUGH McQUEEN, } *Solicitors.*

The undersigned, of the solicitors and of counsel for the defendants, do hereby certify that the foregoing pleas are in our opinion well-founded in point of law.

JOHN W. HARRIS,
HUGH McQUEEN, } *Solicitors.*

This affiant, Jeanetta Stafford, being duly sworn, makes oath and says that the foregoing pleas are not interposed for delay, and that they are true in point of fact.

JEANETTA STAFFORD.

Sworn to before me, June 28th, 1848. J. BATES,
Commissioner.

Afterwards, to wit, on the twenty-ninth day of June, in the year aforesaid, the following affidavits were filed, to wit:

Affidavit.

THE DISTRICT COURT OF THE UNITED STATES.
District of Texas.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.

In Chancery.

I, H. B. Martin, being duly sworn, make oath and say, that I personally know Josiah S. Stafford, one of the defendants in the above-entitled cause, and that I saw him present in the court-room of the District Court of the United States aforesaid at various times during the argument in the said cause, in February, 1848, apparently listening to the argument and watching the progress of the said cause; and I particularly recollect this fact, as I was during the same time in attendance upon the court as deputy marshal of the district.

H. B. MARTIN.

Sworn to in open court, 29th June, 1848.

THOMAS BATES,
Clerk.

Affidavit.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.

In Chancery.

This affiant, Josiah S. Stafford, one of the defendants in the above-entitled cause, being duly sworn, makes oath and says, that he refers to and reiterates the statements made in his affidavits heretofore filed, in support of his motion to set aside the order made on the 19th of February last, so far as they may be applicable to the motion of the complainant now before the court. Affiant further says he is advised by his solicitors that no order of this honorable court is to be found of record, or has ever been of record appointing a receiver in this suit. Affiant further states that no order or rule of court commanding or requiring him to deliver the balance of the negroes named or referred to in said cause, at the town of Brazoria, on the morning of the day of the hiring of said negroes, and to deliver the same in the hands of the receiver to be hired out as required in the order to said receiver, has ever been served upon this defendant or upon his wife and co-defendant. He further states that he was utterly ignorant of the existence of such an order until the day fixed for said hiring, when he was verbally told

3212.

of it by Mr. Peter MacGreal when he arrived at the town of Brazoria, and when it was impossible to comply with said order, as some of said slaves had been hired out as hereinafter mentioned, and affiant had no right to take the possession of them, and the residue of said slaves were in the city of Houston, which is about sixty miles distant from the said town of Brazoria. He further says that, when this communication was made of the existence of said order, he was not impressed with the belief that such an order had been made. He further states, that all of the balance of the negroes that have been in the possession of either himself or of his wife, with the exception of certain negroes hereinafter to be named, were before and at the time of the filing of complainants' bill of complaint hired out to the following persons, and for the respective times and sums following, to wit: Thirteen to Nathaniel Williams; two to W. H. Manidue, for $120 per annum; one to Dr. Herman gratis; one do. to S. Damon, do.; two to R. Lockhart, for $96 per annum; one for $24 per annum; one to Robert Lewis, for $180 per annum; one to Kelly, for $120 per annum.

Affiant further states that the following negroes are—were before the filing of said bill employed by him and his wife as house servants, to wit, four women and one man.

Affiant states that the said last-named negroes were absolutely necessary to enable him and his family to keep house in the situation in which *they* then was. Affiant again reiterates that he offered, in good faith, to deliver said negroes to Peter MacGreal, who, he was informed, was appointed receiver, if he would go to Houston where they were and receive them; and affiant farther says that A. P. Thompson, one of his solicitors, on affiant's part, offered to said MacGreal to pay his expenses in going to and returning from Houston, which said offers said MacGreal rejected.

J. S. STAFFORD.

Sworn to and subscribed before me, this 18th June, A. D. 1848.
JOHN S. JONES, *Com'r.*

Affiant states further, with the leave of the court, that by the words "gratis" he means that the slaves specified were hired out from year to year for their victuals, clothes and taxes, and that said hiring commenced with the first of January in each year.

J. S. STAFFORD.

Sworn to in open court, 29th June, 1848.
THOMAS BATES,
Clerk.

Affidavit.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between

THE UNION BANK OF LOUISIANA
AND
JOSIAH S. STAFFORD AND WIFE. } In Chancery.

I, John W. Harris, being duly sworn, make oath and say, that I am acquainted with James Alexander MacWaters, mentioned in the affidavits of the defendants in this cause, and that I know he removed from this State, then the Republic of Texas, about two years or more ago, and that since such his removal he has not been a resident of this State, and that, as I believe, he now lives at or near Alexandria, in the State of Louisiana.

JOHN W. HARRIS.

Substance of the testimony as given in open court.

THOS. BATES,
Clerk.

Affidavit.

THE DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between

THE UNION BANK OF LOUISIANA
AND
JOSIAH S. STAFFORD AND WIFE. } In Chancery.

I, Thomas Bates, being duly sworn, make oath and say that I personally know Josiah S. Stafford, one of the defendants in the above-entitled cause, and also Algernon Thompson, and Tod Robinson, Esquires, and that I saw the said Josiah S. Stafford present in the court room of the District Court of the United States for the District of Texas, at various times during the argument in the said cause from the eighteenth to the 25th of February, 1848, apparently listening to the argument and interested in the proceedings in the said cause: and that I well remember that the said Tod Robinson then acting as solicitors and counsel for the said Josiah S. Stafford, was present when the order in the said cause of the 26th of February, 1848, was made by the court, and that he made several suggestions to the court as to its form; and I recollect these facts more particularly, as I was during the said time in attendance upon the said court as clerk thereof.

THOS. BATES.

Sworn to in open court, 29th, June 1848.

JOHN C. WATROUS.

32/3.

Afterwards, to wit, on the twenty-ninth day of June in the year aforesaid, the receiver filed the following report, to wit:

Report.

IN THE UNITED STATES COURT,
District of Texas.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.

In the above-entitled suit, Peter MacGreal, receiver in said cause, says that on the day which the said Stafford was ordered to give up the balance of the negroes in his possession to the receiver, the said Stafford was in the court-house, and after the order was made, and on the same day the said Stafford and his solicitors, all being present, offered to compensate the receiver, if he would go to Houston and there receive the said negroes, and dispose of them without subjecting the said Stafford to the necessity of bringing the said negroes to Brazoria, and there delivering them up to the receiver; and the said Stafford stated to the receiver and in presence of his said solicitors, that most of the said negroes were, at that time, at or near Houston, his place of residence, and the receiver says that he declined going with said Stafford to Houston for the following reasons, first, because he did not believe any of said negroes would be voluntarily pointed out or delivered by said Stafford, and second, if delivered to the receiver, the said negroes he was informed and believed would be rescued on the road from Houston to Brazoria.

He says that on the morning of the hiring of the negroes at Brazoria, and before the hiring, he exhibited and read to said Stafford the order for the hiring of said negroes, and the order to said Stafford to deliver up the balance of said negroes on the morning of the hiring, the same having the certificate of Thomas Bates, clerk of the court, and the seal of court thereto; and the receiver says that the following named persons and others were present at the time: H. B. Andrews, Esq., David Terry, Esq., W. H. Manadue, L. H. McNeal, Joel Spencer, Tod Robinson, Esq., and the said order was publicly read in the presence and hearing of said Stafford before the hiring of the negroes, and for the replies of the said Stafford to the receiver, at Brazoria, he refers to his reports heretofore made in relation to said negroes.

PETER MACGREAL,
Receiver.

Sworn to in open court, 29th June, 1848.
THOMAS BATES,
Clerk.

Afterwards, to wit, on the thirtieth day of June, in the year aforesaid, the following order was made by the court:—

Order.

In the said cause, the complainant, by their counsel, this day set down the plea of Jeanetta Kirkland, one of the defendants thereto, for argument.

Afterwards, to wit, on the thirtieth day of June, in the year aforesaid, the said complainants, by Ebenezer Allen and William G. Hale, their solicitors in this court, filed the following motion, to wit:

Motion.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE. } In Chancery.

Ebenezer Allen, and William G. Hale, of counsel for the complainants in the above-entitled cause, having set down the plea of Jeanetta Kirkland Stafford, one of the defendants thereto, for argument, now move this honorable court to appoint an early day for the hearing of the same.

ALLEN AND HALE,
For compl'ts.

Which motion was sustained by the court, and the plea of the said defendant, Jeanetta Kirkland, wife of said Stafford, was set for argument on Wednesday next ensuing.

Afterwards, to wit, on the thirtieth day of June, in the year aforesaid, the following affidavit was filed, to wit:

Affidavit.

Friday, 23*d June*, 1848.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD and J. K. STAFFORD, his WIFE. } In Chancery.

Upon motion of the complainants in this cause, it is ordered by the court that an attachment issue from this court against Josiah S. Stafford and Jeanetta Stafford, his wife, for a contempt, unless they appear on Wednesday next, the 28th day of February, 1848, requiring them to deliver up certain negro slaves to the receiver in said cause, at a day and place specified in said orders.

THOS. BATES,
Clerk.

I, H. B. Martin, do solemnly swear that I served Josiah S. Stafford and Jeanetta, his wife, personally, with copies of the above order, on the 25th day of June, A. D. 1848.

H. B. MARTIN.

Sworn to in open court, this 30th June, 1848.

THOS. BATES,
Clerk.

Afterwards, to wit, on the first day of July, the master returned the following report, to wit:—

Report of Master.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE. } In Chancery.

The undersigned, master in chancery, to whom was referred the account of Peter MacGreal, receiver in the above entitled cause, for further proof and to report on the same, beg leave to report, from the testimony hereto attached, taken on the part of the receiver (the complainant and defendants failing to offer any further proof), that the said receiver be allowed the full amount of his account hereto annexed, which is most respectfully submitted.

THOS. BATES.

June 30th, 1848.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.

To Peter MacGreal, *Dr.*

Ch. 1.	To expenses of 8 men in seizing, guarding and taking 75 negroes from Fort Bend to Brazoria	$400	00
" 2.	" Two wagons and 27 horses and mules, for 5 days, in transporting said negroes from Fort Bend to Brazoria	200	00
" 3.	" Keeping house, rent, and feeding 75 negroes, from the 10th February to the 20th March, 1848, 39 days, at 50 cts. each per day .	1462	50
	" Keeping and feeding one negro for 21 days		
" 4.	" Keeping house, rent, and feeding 64 negroes from the 20th to the 24th March, 1848, 4 days, at 50 cts. each per day . . .	128	00
" 5.	" Cash paid 4 men for guarding, day and night for 39 days, at $3 per day and night . .	468	00

Ch. 6.	To cash paid 6 men for guarding, day and night, from the 20th to the 24th day of March, 1848, at $3 per day, 4 days . . .	72	00
" 7.	" Cash paid for expenses and hire of men in pursuing 12 negroes stolen about the 20th March, 1848	50	00
" 8.	" Cash paid Dr. R. H. Chinn for medical services to 76 negroes for 39 days . . .	78	00
" 9.	" Cash paid for shoes and clothing for said negroes, from the 10th February to 24th March, 1848	47	80
	Amount carried forward . . .	2906	30
	Amount brought forward . . .	2906	30
" 10.	" My personal services, as receiver of said negroes, including traveling expenses to and from Galveston and from Brazoria to Fort Bend and back again to Brazoria, and also for advertising, hiring, and taking, bonds for said negroes		
		$3406	00

THE STATE OF TEXAS,
County of Brazoria.

Before me, Chesley Stringfellow, chief justice in and for said county of Brazoria, personally appeared Charles S. Carman, who, upon the Holy Evangelists, deposes that he was one of eight persons who aided in taking and seizing the negroes of Josiah S. Stafford and wife, in the suit of the Union Bank against them; that great trouble, fatigue and watchfulness, day and night for four days and nights, and great labor, was used by all of said persons; and by Peter MacGreal as receiver, and G. F. Leonard as deputy marshal, during said time, in going from Brazoria and returning with said negroes; that during said time, for the transportation of said negroes, and the persons in guarding said negroes, about twenty-seven horses and mules were in use, and one large wagon and one ox-cart and two yoke of oxen for the purpose of carrying the women and children, and the baggage of the said negroes; that great expense was incurred by said Peter MacGreal as receiver, in taking and seizing said negroes, and in conveying them to Brazoria, and great expense incurred in purchasing subsistence during said time for said negroes and guards, and for feeding the said horses and mules; that the said negroes, horses and mules were well provided for and fed from the time of their arrival at Brazoria, to wit, on the 14th of February, until they were delivered to the hirers of said property, and Josiah S. Stafford, on the 24th day of March, A. D. 1848; that the account of the said Peter MacGreal as receiver, which is hereto attached, has been carefully examined, and deponent believes, mostly from personal knowledge, and from infor-

mation which he believes, that the same is just and true, and reasonable; deponent further says that he has no interest in the result of this suit between said persons, and that he cannot gain or lose by the allowance of said account.

C. L. CARMAN.

THE STATE OF TEXAS,
County of Brazoria.

I, Chesley Stringfellow, chief justice in and for said county, do hereby certify that Charles L. Carman, resident of Brazoria county, and to me well known, signed the foregoing, and was sworn upon the Holy Evangelists touching the truth of the matters aud things therein contained and referred to in said statement.

In witness whereof, I grant these presents under my hand and the seal of the county court of Brazoria county, this 18th day of May, A. D. 1848.

[SEAL.] CHESLEY STRINGFELLOW,
Chief Justice B. C.

I have carefully read the annexed and foregoing affidavit of Charles L. Carman, and from personal knowledge and credible information I believe the same to be true—and I was one of the persons engaged in said business, and guarding said negroes, and aided in pursuing the stolen negroes.

JORDAN TYLER.

I have carefully read the annexed and foregoing affidavit of Charles L. Carman, and from personal knowledge and credible information I believe the same to be just and true in all respects as therein stated. I was one of the persons engaged in seizing and guarding said negroes.

JNO. MUSSAR.

THE STATE OF TEXAS,
County of Brazoria.

Before me, Chesley Stringfellow, chief justice in and for said county of Brazoria, personally came and appeared, Jordan Tyler and John C. Mussa, both resident citizens of Brazoria county, and to me well known, who, being sworn upon the Holy Evangelists, separately say that the matters and things stated in the foregoing and annexed are just and true; and they are not in any way interested therein, and subscribed the same.

In witness whereof, I hereunto sign my name, and affix the seal of the county court of Brazoria county, this 19th day of May, A. D. 1848.

[SEAL.] CHESLEY STRINGFELLOW,
Chief Justice B. C.

UNITED STATES OF AMERICA,
District of Texas.

Before me, Joseph Bates, Commissioner of the United States District Court for the district aforesaid, personally appeared, Henry B. Andrews, to me well known, who upon oath says that he has examined the annexed account of Peter MacGreal, receiver in said cause, and he knows the witnesses whose names are signed to the annexed depositions, and he knows the difficulties, prejudices, trouble and partly the expenses attending the duties of said receiver, and from his personal knowledge he believes said items in said annexed account to be reasonable, and said witnesses are residents of Brazoria county and well known to deponent.

HENRY B. ANDREWS.

Sworn to before me, May 30th, 1848.

J. BATES, *Com'r.*

The complainants agree that depositions may be taken at once without further notice, with reference to the within account, by any party.

ALLEN & HALE,
Solicitor for Compl'ts.

June 7th, 1848.

The defendants agree that depositions may be taken at once without further notice, with reference to the within account, by any party.

A. P. THOMPSON,
Of Sol. for Deft's.

June 7th, 1848.

UNION BANK OF LOUISIANA
vs.
J. S. STAFFORD AND WIFE.

In the United States District Court for the District of Texas, June, A. D. 1848.

In relation to the account of Peter MacGreal, receiver in said cause, as to the charge No. 1 in said account, I was one of the men engaged in said business. The men were paid five dollars per day from the tenth to the fourteenth of February, inclusive. This was the least charge the men would accept of from said receiver. The account and receipt of Thomas K. Davis for thirty-two dollars I know to be correct, for expenses paid on the twelfth of February on said trip for subsistence of the negroes and guards; I know also of paying on the night previous eight dollars for a beef to Mr. Tarrs, also several dollars for oxen, for horses and mules; also I recollect of paying for fixing the wagon five dollars; also five dollars for getting the wagon

out of the mud, and about five dollars for provisions and cooking the same at Stafford's plantation and afterwards.

The charge No. 1 I consider a reasonable charge. In respect to No. 2, I know of being employed two wagons, one for nearly two days; and her three days also 24 or 25 horses and mules and two yoke of oxen. I think the wagons to be worth five dollars per day each, the horses one dollar per day, and could not be hired for less.

In relation to charge No. 3, the only suitable place in Brazoria where the negroes could be safely and comfortably kept was a large lot on Mr. MacGreal's premises, piqueted. They occupied three houses during the whole of the time, and were abundantly fed on flour, rice, and corn meal, the latter not being easily attainable, and mostly with bacon. The charge fifty cents per day for feeding and keeping these negroes don't seem to me unreasonable, as no person could keep them for much less, and in fact, no person in Brazoria would have kept them under the same circumstances at that price; doubtless by feeding them on fresh beef and corn, as on a plantation, they could be kept for twenty or twenty-five cents a day, but such prices would not compensate or pay the expenses which Mr. MacGreal had incurred; and beef and corn could not be had at Brazoria.

I therefore think No. 3 a reasonable charge.

The preceding remarks will apply for the charge No. 4.

The charge No. 5—I am well acquainted with the circumstances. It is a correct charge, and is the amount charged by some guards to the receiver which he had to settle. He could not have obtained suitable or fit men to discharge said duty for a less amount, as great care, continued watchfulness, and prejudices and excitement were incurred by said guards as well as the receiver.

The charge No. 6 I also know to be correct, and incurred and settled as a necessary expense by the receiver.

The charge No. 7—I can only say that four men were sent in pursuit of said negroes; two of said men I know to have received five dollars when each started; Mr. MacGreal furnished the horses and mules. Further than this I can't say what the expenses amounted to. I know not what the others got. In relation to charge No. 8, I know that Dr. R. H. Chinn oftentimes attended said negroes in sickness. Some of the women and children were quite sick; and for a length of time Dr. Chinn was constantly attending them, and the charge I deem a very low one; no other physician would have given the same attention for such an amount.

The charge No. 9—I know said negroes were furnished with blankets, clothing, and shoes by Mr. McGreal during the time mentioned; and I believe the same to have been necessary, and is a moderate and correct charge.

The charge No. 10 I believe to be a reasonable charge; and no man performing the same duties and encountering the same difficulties, excitement, and prejudices arrayed against *against* Mr. MacGreal

on account of said business, could do the business for a less amount than that charged by him. I do not believe that there is an individual in the county besides Mr. MacGreal who would have undertaken the business, and conducted it for any such sum.

I am perfectly familiar of all the facts and circumstances in said business from beginning to the present time; and during the whole of said time, it was reported and generally believed that Mr. MacGreal and all those employed by him in said business would have to fight for seizing and keeping of said negroes, and for their own protection, against Mr. Stafford and his party; and continued anxiety, excitement, and vigilance was requisite day and night. The guards mostly boarded with Mr. MacGreal during said time, and were expecting and prepared for an attack and attempt of rescuing the negroes—were treated with great care and humanity by Mr. MacGreal.

JOHN MUSSA.

THE UNITED STATES OF AMERICA,
District of Texas.

Before me, Joseph Bates, Commissioner of the United States District Court for the District of Texas, personally came and appeared John Mussa, to me made known, a resident citizen of Brazoria county, who being duly sworn, deposeth and saith, that the matters, facts, and things by him herein stated are true in all respects, and that he will not gain or lose by the allowance or rejection of the account of the said Peter MacGreal, receiver, in the said suit, and he is in no way interested in the result of said suit. He annexed this affidavit to said account. Subscribed by affiant.

JNO. MUSSA.

Sworn to and subscribed before me this 7th day of June, A. D. 1848.

J. BATES, *Com'r.*

IN THE DISTRICT COURT OF THE UNITED STATES,
In and for the district and State of Texas.

THE UNION BANK OF LOUISIANA
vs.
J. S. STAFFORD AND WIFE.

Deposition of Mr. G. F. Leonard, relative to the Account of Receiver.

The said Leonard upon oath deposes and says:

I was deputy marshal; I seized the negroes in Fort Bend county at Mr. Stafford's plantation, and took them to Brazoria under the instructions of the receiver. Eight men assisted in the removal of the negroes: the removal occupied four days and five nights, including the time of going from Brazoria to the plantation. The receiver

paid the men five dollars a-day, and furnished them with horses and subsistence, and other things necessary. Mr. MacGreal paid five dollars for the repairs of the wagon on the plantation to carry the negro women and children; also five dollars for hauling and taking the same wagon out of the swamp; also eight dollars for a beef on same day, also for corn, about between seven and eight dollars on same day; the beef lasted only for one night. Mr. MacGreal also paid five dollars on the next day; the expenses were about $32 paid to J. K. Davis.

I consider the charge No. 1 a reasonable charge.

In relation to charge No. 2, there was one wagon and 27 horses and mules, for four days and five nights, and one cart, and two yoke of oxen for one and a half days, and ox-driver, for carrying said negroes and baggage, and I deem charge No. 2 a very reasonable one.

In relation to charge No. 3, the negroes were kept in the yard of Mr. MacGreal, and occupied three of his houses, which had been up to that time in use by Mr. MacGreal, and vacated for the accommodation and comfort of said negroes: the negroes were abundantly fed with flour, rice, bacon and corn meal, and occasionally beef; corn or corn meal and beef could not be had in Brazoria at the time Mr. MacGreal furnished fire wood for cooking the provisions of said negroes. Some of the guards were constantly boarding during said time at the house of Mr. MacGreal. This charge I consider a reasonable one, because it was difficult to obtain provisions for said negroes at Brazoria.

In relation to charge No. 4, the preceding remarks fully apply, and I consider the same a reasonable charge.

In relation to charge No. 5, this is the exact sum charged and settled by said MacGreal for the services of the guards, and the least that he could have said services done for.

In relation to charge No. 6, this was the sum charged by the guards, and settled by said MacGreal, and only know this from hearsay from said guards.

No other reliable men could be had in Brazoria to discharge said duties, and us all expected difficulty, danger and prejudice, but few could be had to act in this case.

No. 7. I was absent from Brazoria when the negroes were stolen, and know nothing about this charge.

No. 8. I know this charge to be correct, as the one made against said MacGreal, by Dr. Chinn, and considered it not more than half of what any other doctor for the same services would charge.

No. 9. I know that several of the negroes got blankets, shoes and clothing, during said time, and I consider this item correct and reasonable.

In relation to charge No. 10, I consider that it is a very reasonable charge, and would not undertake the same trouble, difficulty, prejudice and responsibility for such a sum, and I am not at all interested.

LEONARD.

Deponent further says that common laborers cannot be had in Brazoria county for less than one dollar per day, and are scarce at any price. Continued watchfulness, day and night, had to be kept up by all engaged in said business, as an attack and rescue was said to be intended, and by all expected during said business. In addition to this, the negroes had been persuaded to try to get away on the road to Brazoria, and several got off notwithstanding the vigilance used. Nothing but unremitting vigilance could have kept the negroes and prevented their being enticed away during all of said time. Robert J. W. Reel was dismissed by the receiver on reaching Brazoria, and after that time became bitter in his denunciations of the whole transaction, and of all concerned in it. He was not in the yard when the negroes were confined and guarded at any time after their arrival in Brazoria. He could not know how they were fed or treated unless by stealing into the yard in the dark.

Flour was then worth nine dollars per barrel at Brazoria, and rice ten cents per pound; bacon ten cents per pound. Upon these articles the negroes mainly subsisted.

LEONARD.

Sworn to before me this 16th June, 1848.

THOS. BATES,
Master in Chancery.

UNITED STATES OF AMERICA,
District of Texas.

Before Thomas Bates, master in chancery of the United States District Court, for the district of Texas, personally came and appeared Gilbert F. Leonard, who, upon oath, states that the matters, facts and things hereinbefore stated are true, and subscribed the same this 15th day of June, A. D. 1848.

THOS. BATES,
Master, &c.

Upon which is the following endorsement:—

The complainants agree that the within account and affidavits may be submitted, without further notice, to the master in chancery for settlement, and to report as early as practicable.

ALLEN & HALE,
For Complainants.

June 24th, 1848.

The defendants concur in the foregoing agreement.

A. P. THOMPSON,
For Defendants.

June 24th, 1848.

3218.

Afterwards, to wit, on the first day of July, in the year aforesaid, the following entry was made on the order-book of the said court:—

UNION BANK OF LOUISIANA
vs.
STAFFORD AND WIFE.

The master returned his report into the clerk's office in this cause, this day, on account of Peter MacGreal, receiver, &c.

THOS. BATES,
Clerk.

July 1st, 1848.

Afterwards, to wit, on the same day and year aforesaid, the following order was made by the court, to wit:—

Order.

This day came the parties by their solicitors, and complainants by their solicitors moves the court to set down the plea of Jeanetta Kirkland Stafford, one of the defendants, for hearing at an early day. Upon hearing said motion, it is ordered that said plea be set down for argument on Wednesday next.

Afterwards, to wit, on the rule day in July, to wit, the third day of July in the year aforesaid, the following entry was made on the order book of this court:—

Order.

The defendant, Josiah S. Stafford, having been ordered by the court to file his separate plea or answer upon the 28th day of June 1848, and having pretended so to file a plea while the said defendant was in contempt, and such plea not being properly or regularly upon the files of this court, by reason whereof the said defendant has made default in filing a plea or answer as by the order of the said court required, it is ordered that the matters of the said complainants' bill of complaint be taken as confessed against the said Josiah S. Stafford.

THOS. BATES,
Clerk.

Afterwards, to wit, on the fifth day of July in the year aforesaid, the following order was made by the court, to wit:—

Order.

In this case, the defendant's, having appeared in order to show cause against the order entered upon the 22d June, 1848, and the affidavits filed in reference thereto by the parties to the said cause, having been carefully considered by the court after argument heard: It is ordered by the court that the said order, entered upon the 22d day of June aforesaid, so far as it relates to Jeanetta K. Stafford, be dis-

charged, and so far as it relates to Josiah S. Stafford be made absolute.

Afterwards, to wit, on the sixth day of July, in the year aforesaid, the following order was made by the court, to wit:

Order.

In this cause, the pleas of the defendant, Jeanetta Kirkland Stafford, having been set for argument, upon their legal sufficiency, by the complainants, and the argument upon the same having been commenced, the counsel for the said defendant moved the court to grant her leave to withdraw the second plea heretofore filed by her, and then under argument as aforesaid, and such leave was thereupon granted to her by the court.

Afterwards, to wit, on the nineteenth day of July, in the year aforesaid, the said defendants, by M'Queen, Alexander and Harris, their solicitors in this court filed the following motion to wit:

Motion.

Between
THE UNION BANK OF LOUISIANA, Complainant,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND his WIFE, Defen'ts.

In Chancery.

In the above-entitled cause, the said Jeanetta Kirkland, wife of the said Josiah S. Stafford, and defendant with him thereto, by her solicitors, moves this honorable court that in the order to be entered up in conformity to the judgment of the court this day rendered overruling defendants' plea, it be further ordered that this defendant Jeanetta Kirkland be assigned to answer the bill on Monday next, which is as soon as "consistently with justice and the right of the defendant, the same can be reasonably done," said defendant by her solicitors hereby waiving her right to be assigned of course "to answer the bill the next succeeding rule day."

See Rule xxxiv.

M'QUEEN, ALEXANDER, AND HARRIS,
Of the Solicitors for the Defendant.

Which motion was sustained by the court.

Afterwards, to wit, on the twenty-fifth day of July, in the year aforesaid, the following orders were made by the court.

Order.

On consideration of the plea, filed in this case by the defendant, Jeanetta K. Stafford, and the arguments of counsel thereupon had, as well in support of as against the said plea, it is now here ordered by this court that the said plea be and the same is hereby overruled;

and because it seems to the court that the said plea was not filed vexatiously or for delay, it is further order that the said defendant shall pay to the complainants the cost of this plea alone, and it is further ordered by this court that the said defendant answer the bill of complaint on Wednesday next, being the twenty-sixth day of this present month of July.

Order.

The counsel for the complainants in this cause having moved the court, as of course, for leave to amend the bill of complaint, before answer filed, it is now ordered by this court that such leave be granted, and thereupon the counsel for the complainants filed:

Afterwards, to wit, on the twenty-fifth day of July, in the year aforesaid, the said complainants, by their solicitors aforesaid, came into the court here and filed their two several amendments to their said bill of complaint in the words following, to wit:

Amendment.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.

Ebenezer Allen and William G. Hale, of counsel for the complainants in the above-entitled cause, with leave of the court, after the overruling of the plea of the defendant, Jeanetta K. Stafford, and before answer filed, amend the note annexed to the bill by adding thereto the words, "except the interrogatory marked and numbered 7."

EBN. ALLEN AND WM. G. HALE,
Of counsel for compl'ts.

July 19th, 1848.

William G. Hale, of counsel for the complainants, makes oath and says that he personally served Wm. Alexander, one of the counsel for the defendants in the above-entitled cause, with a correct copy of the above amendment, on Tuesday the twenty-fifth of July, 1848.

WILLIAM G. HALE.

Sworn to in open court, 27th July, 1848.

THOMAS BATES,
Clerk.

Amendment.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA
AND
JOSIAH S. STAFFORD AND WIFE. } In Chancery.

Ebenezer Allen and William G. Hale, of counsel for the complainants in the above-entitled cause, with leave of the court, after the overruling of the plea of the defendant, Jeanetta K. Stafford, and before answer filed, amend the note annexed to the bill, by adding thereto, after their previous amendment, the words following, that is to say:

"And except the interrogatory marked and numbered 3."

EBN. ALLEN AND WM. G. HALE,
Of counsel for compl'ts.

July 25th, 1848.

William G. Hale, of counsel for the complainants, makes oath and says that he served personally John W. Harris, one of the counsel for the defendants in the above-entitled cause, with a correct copy of the amendment, on Tuesday, the twenty-fifth of July, 1848.

WILLIAM G. HALE.

Sworn to and subscribed in open court 27th July 1848.

THOS. BATES,
Clerk.

Afterwards, to wit, on the twenty-sixth day July, in the year of our Lord one thousand eight hundred and forty-eight, Jeanetta Kirkland, wife of Josiah S. Stafford, one of the defendants in the above-named cause, filed the following petition, to wit:

Petition.

THE UNION BANK OF LOUISIANA, compl'ts,
vs.
JOSIAH S. STAFFORD AND WIFE, def'ts. } In Chancery.

To the honorable John C. Watrous, Judge of the United States District Court for the District of Texas, and exercising the powers of a circuit court.

Your petitioner, Jeanetta Stafford, one of the defendants in the above-entitled cause, prays your honor that whereas on the day of ——— she was permitted by an order of this honorable court to defend separately from her husband, and in pursuance to said order John K. Mabray, or Hiram G. Runnels, of the city of Gal-

3221.

veston be appointed and admitted as next friend to this defendant, and your petitioner will ever pray, &c.

JEANETTA STAFFORD.

Acceptance of John K. Mabray.

The undersigned, John K. Mabray, hereby states that he is willing to be appointed and admitted as next friend to Jeanetta Stafford, wife of Josiah S. Stafford.

JOHN K. MABRAY.

Order.

On which said petition the following order was made, to wit:

On petition, at chambers, it is ordered by the court that John K. Mabray be appointed and admitted as next friend to Jeanetta Kirkland, wife of Josiah S. Stafford.

JOHN C. WATROUS,
U. S. Judge.

July 24th, 1848.

Afterwards, to wit, on the twenty-sixth day of July in the year aforesaid, the said defendant, Jeanetta Kirkland, wife of the said Josiah S. Stafford, by her next friend John K. Mabray, came into court here, and filed her separate answer to the said complainants said bills of complaint in the words following, to wit:

Answer of Jeanetta Stafford.

The separate answer of Jeanetta Kirkland (who answers by her next friend, J. K. Mabray, a resident of the county of Galveston, and a citizen of the State of Texas), one of the defendants to the bill of complaint of the Union Bank of Louisiana, complainant.

This defendant, by her next friend aforesaid, now and at all times hereafter, saving and reserving unto herself all and all manner of benefit of exception and advantage which can or may be had or taken to the many errors, uncertainties, and imperfections in said complainants' said bill of complaint contained for answer thereto, or unto so much and such part or parts as this defendant is advised is or are material or necessary for her to make answer unto, this defendant answering, saith: That she first submits to this honorable court that all and every the matters and things in said complainants' bill, mentioned and complained of in manner and form as they are therein set forth, are not sufficient to entitle the said complainant to any relief from a court of equity, and this defendant hopes she shall have the same benefit of this defence as in case she had demurred to the said complainants' bill. And this defendant further answering and replying *seriatim* to the first, second, third, fourth, fifth, sixth, and seventh interrogatories in said complainants'

said bill of complaint contained, and to so much and such part of the said complainants' eighth interrogatory as she is advised that she ought to answer, further answering, saith:—

1. This defendant, answering complainants' first interrogatory, says that she admits it to be true, as in the bill mentioned in that behalf, that she and her husband, Josiah S. Stafford, hereinafter called defendants, did execute their obligation in the bill described as bearing date the twenty-second day of May, in the year of our Lord one thousand eight hundred and forty-one for the sum of thirty thousand dollars, payable by instalments with interest thereon as in the bill stated in favor of complainant; and said obligation was executed in the manner and form therein alleged, a copy of which obligation, when procured, for greater certainty this defendant begs leave to file herewith, marked "*Exhibit No.* 1," and prays that the same may be taken as part of her answer. But this defendant denies that said obligation was executed for the purpose in the bill alleged; and she also denies that the same was secured by an act of mortgage duly executed by defendants, and passed before George Richard Waters in the manner and on the day in the bill stated; on the contrary, she alleges that said obligation was executed for the purposes and secured in the manner hereinafter set forth. This defendant avers that she is informed and verily believes that several months before the sixth day of June, in the year of our Lord one thousand eight hundred and thirty-seven, her said husband, Josiah S. Stafford, in settlement with his factors, Thomas Barrett & Co., of New Orleans, became and was indebted to them in the sum of thirty thousand dollars, which said factors about that time failed and became wholly insolvent; and that he was further indebted to the estate of Leroy Stafford, deceased (his father), whereof Stephen E. Cuney in the bill mentioned (said Cuney being then son-in-law of the said Leroy Stafford, deceased) was sole executor, in the sum of fifteen thousand dollars. She further states that said Thomas Barrett & Co. were, at the time of their failure, and still remained indebted to complainant in a sum to this defendant unknown, but largely exceeding said Josiah S. Stafford's indebtedness to them; and that the estate of his father, Leroy Stafford, deceased, was before that time and still remained indebted to the firm of Burke, Watt & Co., of New Orleans, of which one Glendy Burke was one of the partners, in the sum of fifteen thousand dollars; and that said Glendy Burke, with the view to obtain the payment of the last-mentioned debt due the firm of Burke, Watt & Co. as aforesaid, and also with the design of aiding complainant in securing the aforementioned debt due from Thomas Barrett & Co., or a part thereof, complainant having a full knowledge of the facts aforementioned, induced complainant to cooperate with him, and aid him in carrying out his view and design aforesaid; and shortly thereafterwards proposed to said Josiah S. Stafford and to said Stephen E. Cuney, executor as aforesaid, that

3221.

he would aid in arranging and consolidating said Josiah S. Stafford's aforementioned debts, by using his personal influence, which was great with complainant, and thereby inducing complainant to assume his aforesaid debts, if said Josiah S. Stafford would persuade and induce this defendant to join with him in the execution of their obligation for the sum of forty-five thousand dollars, and in securing the same by a lien upon all the property belonging to defendants or to either of them; said obligation to be made payable to, and said lien in favor of complainant. Whereupon said proposal made as aforesaid was accepted and agreed to by her said husband and by said Cuney: and her said husband, at the procurement of said Burke, persuaded and induced this defendant to join with him in the execution of a power of attorney to said Stephen E. Cuney, by means whereof she admits it to be true, as in the bill mentioned in that behalf, that the said Stephen E. Cuney, their attorney in fact as aforesaid, did on the sixth day of June, in the year of our Lord one thousand eight hundred and thirty-seven, in behalf of this defendant and her said husband, sign, execute and deliver their obligation of that date, in favor of complainant, for the said sum of forty-five thousand dollars, payable at the banking-house of complainant in New Orleans aforesaid, on the second day of June, in the year of our Lord one thousand eight hundred and thirty-eight; and the better collaterally to secure, and for the purpose of securing the payment of the said sum, the said Stephen E. Cuney, as their attorney in fact, did grant and execute a public act, called by complainant in the bill a mortgage, but whether in legal effect such or no this defendant is not advised, and she accordingly begs leave, for greater certainty, to file herewith, when procured, a copy thereof, marked "*Exhibit No. 2;*" and prays that the same may be taken as part of her answer, and submits its legal character and effect to be determined by the court, said public act embracing and apparently giving a lien in favor of complainant, upon divers tracts of land therein described, which this defendant avers were then, and are, worth not less than thirty thousand dollars, together with all the buildings and improvements upon said tracts of land, implements of husbandry, horses, cattle, and all things thereto belonging, or in any wise appertaining: said horses and cattle being worth not less than five thousand dollars at that time, as this defendant is informed and verily believes, and therefore avers, and she further says that said public act, also, among other things, in like manner as aforesaid, embraced the slaves named in complainants' bill, being *one hundred and two* in number, all slaves for life, then employed on the plantation of defendants, in the parish of Rapides, and State of Louisiana, together with all the increase of said slaves during the continuance of said act; and this defendant denies that said sum of forty-five thousand dollars was loaned and advanced by said complainant to said defendant in good faith, for the purpose of assisting them in their pecuniary matters, and for the purpose particularly of paying a large amount of debts by this defendant then

due; and on the contrary, she avers that complainant, well knowing all the facts set forth in the premises, only assumed her said husband's aforementioned debts, created solely and exclusively on his own account, and not in anywise for the use or in behalf of this defendant, as is hereinbefore stated and set forth. And this defendant states that she was not then and never had been in debt, and that she was then a minor, and a *feme covert*, and was by the laws of the State of Louisiana incapable of contracting as in the bill alleged; and further, that she was induced and persuaded by her said husband to join with him in executing the power of attorney aforesaid, at a time and under circumstances when she was ignorant of her rights, and was acting under the impression that she joined with him merely as a matter of form, and that she was not thereby divesting herself of her legal rights in and to the slaves and other property in said public act mentioned and described. And this defendant further admits, that after the time for the payment of the said sum of forty-five thousand dollars had elapsed, and after the obligation made and executed by the said Stephen E. Cuney, as the attorney in fact of defendants, had become due and payable to complainant, that defendant refused to make such payment, and opposed and resisted the claim and demand of complainant, this defendant alleging that she signed and executed the aforementioned power of attorney through the persuasions of her said husband, and through mistake, and in ignorance of her rights as aforesaid, and denying the said claim and demand to be just, so far as she was concerned: and she further admits, as in the bill mentioned in that behalf, that defendants refused to make said payment on the ground that when the said obligation and act called by complainant a mortgage was made and executed by said Cuney, as their attorney in fact, on the day and date aforesaid, she, the said Jeanetta Kirkland, had not attained the age of majority, but was in fact a minor, a fact of which she admits complainant previous to that time to have been wholly ignorant, so far as this defendant is advised; and thereupon the said obligation for forty-five thousand dollars, and the aforesaid public act executed in behalf of defendants by said Stephen E. Cuney, as their attorney in fact, as aforesaid, became thereafterwards a subject of difference and controversy between complainant on the one side and defendant on the other side: complainant claiming the payment of said sum of forty-five thousand dollars, and the defendants refusing to make such payment, for the reasons hereinbefore set forth. This defendant further states that a certain Isaac Thomas, pretending to act as her friend, but acting in reality with a view to benefit complainant, and as she is informed, and verily believes, at the instance and procurement of complainant, proposed certain arrangements to complainants as he pretended, to enable defendants to pay to the complainant the said sum of forty-five thousand dollars, gradually and without difficulty; but in fact, as this defendant is informed and verily believes, and therefore alleges, with the intent to deceive her, and to defraud her

of the property and rights secured to her by the laws of said State of Louisiana; which said proposed arrangements were accepted by complainant, and in pursuance thereof, and in consideration that complainant had at the day and date, and in the manner aforesaid, assumed the said Josiah S. Stafford's individual debts as aforesaid, to the amount of forty-five thousand dollars, to said defendants, on the twenty-second day of May, in the year of our Lord one thousand eight hundred and forty-one, at the parish of Rapides, in the State aforesaid, whereof defendants were resident citizens, said defendants made, executed, and delivered to complainant the certain contract and obligation of that State, a copy of which may be found in the defendants, "*Exhibit No.* 1," hereinbefore referred to, and prayed to be taken as part of this answer, said contract and obligation being for the sum of thirty thousand dollars as aforesaid, the same being the sum agreed upon between complainant and defendants, said Josiah S. Stafford having executed his two promissory notes in favor of complainant for the sums, and payable at the dates, as in the bill stated in that behalf. And this defendant further states that said contract and obligation was secured by a public act passed before George Richard Waters, in the manner and on the day, in the bill alleged, which was duly executed by defendants, and said Isaac Thomas, who subscribed and signed his name thereto, immediately after the names of said Josiah S. Stafford and this defendant, as follows, to wit:—"I, Thomas, for himself, and as executor of M. P. Flint;" and this defendant avers that said Thomas then was, and still remains, a resident of said parish of Rapides, and a citizen of said State of Louisiana. And this defendant further says that she is not advised whether said public act be a mortgage or no; but that, in view of the premises, she conceives herself authorized to deny, and she accordingly denies, that it is: and she begs leave to refer to a copy thereof, and of the acknowledgment of defendants thereunto annexed, and of the acceptance on the behalf of complainant; when procured, to be filed herewith, marked "*Exhibit No.* 3," to which, for greater certainty, she refers and prays that the same may be taken as part of her answer, submitting the legal effect of said public act, as well as of the acknowledgment and acceptance of the same, to be determined by this honorable court. And this defendant further says and avers that said public act, as executed as aforesaid by said Josiah S. Stafford, this defendant, and Isaac Thomas, is the only security, of any sort or description whatever, that was ever made or given for the payment of said sum of thirty thousand dollars mentioned and stipulated to be paid in said contract and obligation.

2. (This defendant, answering complainants' second interrogatory, says that said public act is not truly and properly described in the bill. On the contrary, she alleges that complainant, with a full knowledge thereof, has suppressed the fact that it was not merely executed by defendants, but by them and Isaac Thomas, as aforesaid; and this defendant further says that the tenor, terms, agree-

ments, stipulations and provisions of the said public act are not in substance and effect as they are in the bill stated to be. On the contrary, she avers that they embrace and include, in like manner as said slaves, divers tracts of land hereinbefore mentioned), which she alleges were and are worth not less than thirty thousand dollars, together with all the buildings and improvements thereon, implements of husbandry, horses, cattle and all things thereunto belonging or in anywise appertaining, said horses and cattle being then worth not less than five thousand dollars, as this defendant is informed and verily believes, and therefore avers. And she further alleges said tracts of land are situate in the said State of Louisiana; and that she is advised that if the said public act be a mortgage, that the foregoing facts ought to constitute a complete bar to complainants' cause of action. Wherefore, she submits the same to this honorable court, and hopes that she may have the same benefit of this defence as if it were pleaded in bar complainants' bill. (And this defendant further says that said public act contains a certain intervention on the part of the aforesaid Isaac Thomas, for himself and as executor of M. P. Flint.) But further, in what respect, and how in each and every respect, the tenor, terms, agreements, stipulations and provisions of said public act vary from what they are in the bill stated to be, this defendant, after the long period of time that has elapsed since the execution thereof, does not further remember and cannot state; but having answered touching the same according to the best of her knowledge, remembrance, information and belief, she, for greater certainty, craves leave to refer to her aforementioned "*Exhibit No.* 3," as constituting a full and complete answer to complainants' aforesaid interrogatory.

3. This defendant, answering complainants' third interrogatory, further says that she denies it to be true that the several matters and causes which led to and induced the making, and executing, and passing the said obligation and said public act, are the same in substance and effect as in the bill stated; and she denies that they are the same matters and causes which are set forth in said public act, and that they are truly therein set forth. On the contrary, she avers that the several matters and causes which led to and induced the making and executing, and passing the said obligation and said public act are the same in substance and effect as are hereinbefore, in her answer to complainants' first interrogatory, fully set forth to the best of this defendant's knowledge, remembrance, information and belief, and she accordingly refers to her answer to complainants' first interrogatory, and to the "Exhibits No. 1, 2, 3," as constituting a full and complete answer to complainants' third interrogatory. But after the long period of time that has elapsed since the execution of said obligation and act, she does not further remember and cannot state wherein in every particular they are not truly set forth in said act, and wherein in every particular they vary from those set forth in said act, and wherein in every particular said matters and causes,

or any of them, vary or differ from what they are in the bill alleged to be.

4. This defendant, answering complainants' fourth interrogatory, further says that she admits it to be true that her express and declared wishes and intentions, as set forth in the bill, do in substance and effect correspond and agree with such wishes and intentions as set forth in the said public act; and that those declared wishes and intentions were the real wishes and intentions of this defendant; but she denies that they are now so, and on the contrary, avers that her real wishes and intentions, touching the same matters, since she has learned, as is hereinbefore set forth, that she has been deceived at the procurement of complainant concerning her rights as secured to her by the laws of the State of Louisiana, and that she mistook her rights and liabilities when she joined in the execution of said contract and obligation and of said public act: are, that she shall obtain and submit to this honorable court all the facts and circumstances connected with complainants' cause of action, as in the bill stated, which facts and circumstances, she is advised, establish that complainant's bill was wrongfully and unjustly filed against her. This defendant having, as she avers, according to the laws of the State of Louisiana, a lien upon all of the slaves in the bill mentioned for the security of her matrimonial, dotal, paraphernal, and other rights, or some of them, in the sum of sixty-six thousand, seventy-six and sixty-seven and a half hundredth dollars, the same being the value of her separate estate on the day of December, in the year of our Lord one thousand eight hundred and thirty-four, at which date said lien commenced; which lien she avers, according to the laws of said State, had priority and precedence over all other claims and demands that may or might be brought against her said husband; and she submits this defence to this honorable court, and hopes that she may have the benefit thereof as if it were pleaded to the bill.

5. This defendant, answering complainants' fifth interrogatory, says that she admits it to be true as in bill mentioned in that behalf, that the said defendants were citizens of the State of Louisiana, and residents in the parish of Rapides therein, at and during the times they are alleged to have been citizens and residents thereof in said bill.

6. This defendant, answering complainants' sixth interrogatory, further says that the defendant Josiah S. Stafford first removed to Texas on or near the twenty-eighth day of February, in the year of our Lord one thousand eight hundred and forty-five; and that he brought, or caused to be brought to Texas, about one hundred slaves. That this defendant first removed to Texas on or near the first day of January, in the year of our Lord one thousand eight hundred and forty-six; that defendants have resided in Texas ever since the dates of their respective arrivals, and that this defendant has kept the slaves in her possession in the counties of Galveston, Brazoria, Harris, Fort Bend and Austin; and that she does not now remember how often said slaves, or any of them, have been removed or from what

to what places: but she alleges that all of the slaves that were brought to Texas as aforesaid and that are now living are now in the counties aforesaid, and are held subject to the orders of this honorable court. She further states that the following of the slaves in complainant's bill mentioned are dead, to wit: Daphne, Limas, Tom, Charity, Sarah, Ben, Richard, Mary, Minerva, Sally, Caroline, Jenny, Aaron, Henry, John Dixon, Peggy, Harriet, Henry, Alfred, Jerry, William, Alonzo, Peter, Sam M'Clure and Friday, being in all twenty-five in number; and the following never were brought from Louisiana, and to the best of this defendant's knowledge and belief are still living in said State, to wit: William, Jacob, Perry, Zachariah, Lewis, Rogers and Hester, being in all six in number.

7. And this defendant, answering complainants' seventh interrogatory, further saith that she is a stranger to the matters and things mentioned in complainants' seventh interrogatory, and is totally ignorant, and cannot speak thereof, from her knowledge, remembrance, information and belief.

8. This defendant, further answering so much of complainants' eighth interrogatory as she is advised that she ought to answer, says that she is informed and believes that the removal or transfer or transportation of the said slaves from the State of Louisiana to Texas was not against the laws of the former State. And this defendant conceives herself authorized to decline, and accordingly declines to answer the scandalous and impertinent matters in the remaining part of complainants' eighth interrogatory contained, and submits to this honorable court whether she ought not to be protected from answering the same.

And this defendant further answering saith that the defendants and each of them failed to pay or cause to be paid on or before the first day of March eighteen hundred and forty-two the amount of interest (in the complainants' bill of complaint mentioned) which then, on the said 1st March, 1842, became due, and also failed to pay or cause to be paid on or before the first day of March, eighteen hundred and forty-three, the amount of interest which then became due and that the complainants' cause of action or suit and its right to recover the said sum of thirty thousand dollars with interest from the first of March, eighteen hundred and forty-one, occurred more than four years before the filing of the complainants' bill of complaint; that is to say, if the said cause of action or suit or right to recover ever existed at all, which this defendant doth in no sort admit, and she saith she is advised that the complainants' said cause of action or suit (if such ever existed) was barred before the filing of said bill. And this defendant submits to this honorable court, that she may have the benefit of this defence as if the same were pleaded in bar to the complainants' bill of complaint.

This defendant, further answering, saith that on the twenty-fourth (24th) day of April, eighteen hundred and forty-three (1843), the complainants commenced suit against these defendants, and filed a petition to the judge of the sixth judicial district, presiding in and

for the parish of Rapides, in the State of Louisiana, for a seizure and sale of the premises and slaves mentioned and set forth in the public act hereinbefore referred to as "Exhibit No. 4," and obtained a judgment or order of seizure and sale thereof. Accordingly whereupon she is advised that the said obligation and the said public act merged in the said judgment and were extinguished. And this defendant submits to this honorable court that she may have the benefit of this defence, as if the same were pleaded in bar to the complainants' bill of complaint.

This defendant, further answering, saith that in pursuance of the judgment or order aforesaid, a writ of seizure and sale directed to the sheriff of the said parish of Rapides was issued from the clerk's office of the District Court for said parish, and by virtue of which said writ the said sheriff, on Monday, the sixth day of November, eighteen hundred and forty-three, sold enough of the property in the said "Exhibit No. 4," mentioned and described for the sales thereof, to amount to the sum of thirty-six thousand and fifty-one dollars and ninety-two cents, the same being the amount of the debt, interest and costs of the said seizing creditor, claimed to be due and secured by the said public act; and she saith she is advised that the said sum of thirty thousand dollars, together with the interest and costs that had accrued thereon, thereby became extinguished and discharged. And this defendant submits to this honorable court that she may have the benefit of this defence, as if the same were pleaded in bar to the complainants' bill of complaint.

This defendant, further answering, saith that on the day of eighteen hundred and which was prior to the execution of the public act aforesaid, the said Josiah S. Stafford, in order to secure the payment of ten thousand dollars or about that sum which he owed to the New Orleans Canal and Banking Company, executed in favor of the said canal and banking company a mortgage upon forty-eight of the slaves which were subsequently included in the public act aforesaid, and that the said J. S. Stafford having failed to pay the aforesaid sum when the same became due, the canal and banking company, on the day of eighteen hundred and commenced suit against the said Josiah S. Stafford, and filed a petition to the Judge of the sixth judicial district, presiding in and for the parish of Rapides, in the State of Louisiana, for a seizure and sale of the said slaves in the said mortgage mentioned, and obtained a judgment or order of seizure and sale accordingly; upon which a writ of seizure and sale was issued directed to the sheriff of the said parish of Rapides, and that the said sheriff, by virtue of the said writ, on the eighth day August, eighteen hundred and forty, sold the said mortgaged slaves in satisfaction of the said debt due to the said canal and banking company, and Isaac Thomas became the purchaser of them; a copy of which said mortgage and a copy of the record of said proceedings had thereon, when procured, this defendant craves leave to file as a part

of this answer as "*Exhibit No.* 5," and "*Exhibit* No. 6," and to which, for greater certainty, she craves leave to refer; and the said slaves were subsequently sold as the property of the said Thomas, and Flint became the purchaser thereof: the said Flint subsequently conveyed the said slaves to the said canal and banking company, and the said company subsequently conveyed the said slaves to William M. Stafford, and she further says that the residue of the said slaves in the said public act mentioned and described that were then living, viz:
in number, were also purchased by the said William M. Stafford at the sheriff's sale aforesaid made, on the sixth day of November, eighteen hundred and forty-three, at the instance of said complainant; and this defendant craves leave when the requisite information can be obtained to make out a list of the slaves last aforesaid, and to file the same as a part of this answer as "*Exhibit No.* 7," and to which, for greater certainty, she craves leave to refer: and she farther says that on the ninth day of April, eighteen hundred and forty-five, in the county of Austin and Republic of Texas, the said William M. Stafford, for a valuable consideration, sold and conveyed to James Alexander McWaters, trustee for this defendant and her heirs that may be living at her death, the slaves (and their increase) in the conveyance ("*Exhibit No.* 8") mentioned, which said conveyance was duly recorded in the counties of Brazoria, Fort Bend, and Matagoda, within which counties the said slaves then were and within which they have subsequently been for the most part kept, which said conveyance this defendant files as a part of this answer, and to which for greater certainty she craves leave to refer: and she further says that the slaves enumerated and referred to in said conveyance comprise all the slaves enumerated or referred to in the public act aforesaid that were brought by the said Josiah S. Stafford or this defendant, or by the procurement of both or either of them from the State of Louisiana to the Republic of Texas: and she further says that the slaves enumerated and referred to in said conveyance comprise all the slaves enumerated or referred to in the said public act
that are or ever have been within the limits of the Republic or State of Texas: and this defendant further says that the said trustee and this defendant claiming under him, have detained and converted to the use of this defendant in accordance with the provisions of said conveyance the said slaves therein mentioned—and their increase from the date thereof, until the filing of the said complainants' bill of complaint, all of which she submits to this honorable court, and hopes she may have the same benefit of this defence as if the same were pleaded in bar to the complainants' said bill of complaint.

And this defendant further saith that the said James Alexander McWaters, the trustee aforesaid, was, during the year eighteen hundred and forty-five, a resident of the republic of Texas, and county of Austin. That about the commencement of the year eighteen hundred and forty-six he moved from said republic to the

parish of Rapides, in the State of Louisiana, and that he now is and has ever since continued to be a resident citizen of said parish and State. She also says that the said William M. Stafford, the vendor aforesaid, now is and for the last two years has continued to be a resident citizen of the said parish, and of the said State of Louisiana. And she further says that the said Isaac Thomas is, and for a long time before the filing of the complainants' bill, was also a resident citizen of the said parish of Rapides, and said State of Louisiana, all of which she submits to this honorable court, and hopes that the complainants' bill of complaint will be dismissed, because these necessary and proper parties to this suit have not been and cannot be made parties thereto.

And this defendant, further answering, says that she is informed and verily believes and avers, that said complainant filed a petition against defendants and the aforesaid William M. Stafford, in the clerk's office of the District Court, in the county of Brazoria and republic of Texas, on the sixteenth day of June, one thousand eight hundred and forty-five, seeking thereby to subject the slaves mentioned and described in the complainants' bill of complaint to the payment of the aforesaid sum of thirty thousand dollars, which said petition was ordered, adjudged, and decreed by the said District Court to be dismissed, on the day of in the year of our Lord one thousand eight hundred and forty a copy of the record of which suit, when procured, this defendant begs leave to file herewith, marked "*Exhibit No.* 9," and prays that the same may be taken as a part of her answer; and this defendant is advised the judgment, order or decree, made in said cause as aforesaid, constitutes a full and complete bar to complainants' bill. Wherefore she submits the same to this honorable court, and hopes she may have the same benefit of this defence as if the same were pleaded in bar to the complainants' bill. And this defendant, further answering, says that said complainant ought not to be admitted or received against said record to allege and state, as in substance and effect alleged and stated in said complainants' bill of complaint, that the said Josiah S. Stafford and this defendant are and ought to be the defendants to the complainants' cause of action therein set forth. And she is advised that the same constitutes a complete bar to the complainants' bill.

Wherefore she submits to this honorable court whether she ought to have the benefit thereof as though it were pleaded in bar to complainants' bill.

And this defendant denies all and all manner of unlawful combination and confederacy wherewith she is by the said bill charged; without this that there is any other matter, cause or thing, in the said complainants' bill of complaint contained material or necessary for this defendant to make answer unto, and not herein and hereby well and sufficiently answered, confessed, traversed, and avoided or denied, is true to the knowledge or belief of this defendant, all which

matters and things this defendant is ready and willing to aver and maintain and prove as this honorable court shall direct, and humbly prays to be hence dismissed with her reasonable costs and charges in this behalf most wrongfully sustained.

JEANETTA STAFFORD,
Formerly JEANETTA KIRKLAND.

HUGH McQUEEN,
JOHN W. HARRIS,
W. ALEXANDER,
The Solicitors for the Defendant.

DISTRICT OF TEXAS,
City of Galveston.

Personally appeared before the undersigned, Jeanetta Stafford, formerly Jeanetta Kirkland, who made oath that the matters set forth in the foregoing answer are true, to the best of her knowledge, information and belief.

A. M. HUGHES,
Commissioner.

July 24th, 1848.

The following words were interlined before the signing of the foregoing answer: The word "*when*," on page 6, above the 13th line from the top of the page; the words "*if the said public act be a mortgage, that*," on page 9, above the 22d line from the top; the word "*hundredths*," on page 11, above the 27th line from the top; the word "*which*," on page 14, above the 8th line from the top; and the words "*all the slaves*," on page 20, above the 3d line from the top; the word "*against*," above 33d line, 11th page.

ALEXANDER,
Of the Solicitors for Defendant, Jeanetta Kirkland.

"EXHIBIT NO 1."

Bond.

We, the undersigned, Josiah Seth Stafford, an inhabitant of the Parish of Rapides, State of Louisiana, and Madame Jeanetta Kirkland, the wife of the said Josiah S. Stafford, of the age of majority, and who is herein authorized, aided and assisted by her said husband, the said Josiah S. Stafford, and who is a resident of the parish and State aforesaid, do acknowledge ourselves to be *jointly* and severally indebted unto the Union Bank of Louisiana, in the sum of thirty thousand dollars, being for a loan of money heretofore made to us, by the said corporation, which sum we do acknowledge to have received, renouncing the benefit of the exception non-numerata pecu-

nia, and which said sum of thirty-thousand dollars we bind ourselves in solido, our heirs, executors and administrators to pay the said Union Bank of Louisiana, at their banking-house in the city of New Orleans, in the manner following, viz: from the first day of March eighteen hundred and forty-one up to the first day of March eighteen hundred and forty-four, we engage to pay annually and regularly the interest on said sum of thirty thousand dollars at the rate of seven per centum per annum. And from the first day of March eighteen hundred and forty-four, up to the first day of March eighteen hundred and fifty-one, we promise and obligate ourselves jointly and severally to pay the said sum of thirty thousand dollars, in eight annual instalments, with the interest thereon in advance as follows, to wit: *First*, on the first day of March eighteen hundred and forty-four, we obligate ourselves to pay the sum of three thousand seven hundred and fifty dollars, as the first instalment with the interest in advance on the remaining seven instalments, at the rate of seven per centum per annum. *Second*, on the first day of March eighteen hundred and forty-five, we obligate ourselves to pay the sum of three thousand seven hundred and fifty dollars, as the second instalment, together with the interest in advance on the remaining six instalments at the said rate of seven per centum per annum. *Third*, on the first day of March eighteen hundred and forty-six, we obligate ourselves to pay the sum of three thousand seven hundred and fifty dollars, as the third instalment, together with the interest in advance on the remaining five instalments, at the said rate of seven per centum per annum. *Fourth*, on the first day of March eighteen hundred and forty-seven, we obligate ourselves to pay the sum of three thousand seven hundred and fifty dollars, as the fourth instalment, together with the interest in advance on the remaining four instalments at the said rate of seven per centum per annum. *Fifth*, on the first day of March eighteen hundred and forty-eight, we obligate ourselves to pay the sum of three thousand seven hundred and fifty dollars, as the fifth instalment, together with the interest in advance on the remaining instalments, at the said rate of seven per centum per annum. *Sixth*, on the first day of March eighteen hundred and forty-nine, we obligate ourselves to pay the sum *the sum* of three thousand seven hnndred and fifty dollars, as the sixth instalment, together with the interest in advance on the remaining two instalments at the said rate of seven per centum per annum. *Seventh*, on the first day of March eighteen hundred and fifty, we obligate ourselves to pay the sum of three thousand seven hundred and fifty dollars, as the seventh instalment, together with the interest in advance on the remaining and last instalment, at the rate of seven per centum per annum. *Eighth*, on the first day of March eighteen hundred and fifty-one, we obligate ourselves—the sum of three thousand seven hundred and fifty dollars, as the eighth and last instalment, to pay. And we now further agree and stipulate that the mere failure on our part to pay any or either of said

instalments, or any or either of the amounts of interest to be paid as aforesaid, shall be sufficient cause to foreclose the mortgage by which this obligation is secured and enforce the payment thereof by such legal process as the nature of the case shall or may require.

In witness whereof we have hereunto set our hands on this twenty-second day of May, in the year of our Lord eighteen hundred and forty-one, at the Parish of Rapides, State of Louisiana. The respective periods of payment set out are *fixed.*

J. S. STAFFORD,
JEANETTA STAFFORD.

In presence of

GEO. JONES,
G. E. FRENCH.

Payment of this obligation is secured by an act of mortgage passed before Adolph Mazureau, a notary public in and for the city (of) and Parish of New Orleans, on the sixth day of June, eighteen hundred and thirty-seven, which act is of record in the office of the Parish Judge at the Parish of the Rapides on the 21st day of June, A. D. 1837, and also by an act additional and supplemental to the above passed before me on this twenty-second day of May, in the year of our Lord one thousand eight hundred and forty-one, at the parish of Rapides, State of Louisiana.

GEORGE R. WATERS,
Parish Judge.

Protest.

UNITED STATES OF AMERICA,
State of Louisiana.

By this public instrument of protest: Be it known, that on this first day of February, in the year one thousand eight hundred and forty-three, at the request of the Union Bank of Louisiana, holder of the original bond or obligation, whereof a true copy is on the reverse hereof written, I, Adolph Mazureau, a notary public, in and for the city and parish of New Orleans, State of Louisiana aforesaid, duly commissioned and sworn, presented said bond or obligation at the Union Bank of Louisiana in this city, where it is made payable, and demanded payment of the interest due thereon, but was answered by the book-keeper that the same could not be paid.

Whereupon I, the said notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest, as well against the drawer or maker of said bond or obligation as against all others whom it doth or may concern, for all exchange, re-exchange, damages, costs, charges and interests, suffered or to be suffered for want of payment of the said bond or obligation.

Thus done and protested in the presence of
JOHN CRAGG,
JOSEPH OCTAVE CHALON,
Witnesses.

In testimony whereof, I grant these presents under my signature, and the impress of my seal of office at New Orleans, on the day and year first above written.

A. MAZUREAU.
Notary Public.

J. CRAGG.
J. O. CHALON.

We, the undersigned, Josiah Seth Stafford, an inhabitant of the Parish of Rapides, State of Louisiana, and Madame Jeanetta Kirkland, the wife of the said Josiah S. Stafford, of the age of majority, and who is herein authorized, aided and assisted by her said husband the said Josiah S. Stafford, and who is a resident of the Parish and State aforesaid, do acknowledge ourselves to be jointly and severally indebted unto the Union Bank of Louisiana in the sum of thirty thousand dollars, being for a loan of money heretofore made to us by the said corporation, which sum we do acknowledge to have received, renouncing the benefit of the exception "non numerata pecunia," and which said sum of thirty thousand dollars we bind ourselves in solido, our heirs and executors and administrators, to pay to the said Union Bank of Louisiana at their banking-house in the city of New Orleans, in the manner following, viz:

From the first day of March eighteen hundred and forty-one up to the first day of March eighteen hundred and forty-four, we engage to pay annually and regularly the interest on said sum of thirty thousand dollars at the rate of seven per centum per annum, and from the first day of March eighteen hundred and forty-four up to the first day of March eighteen hundred and fifty-one, we promise and obligate ourselves jointly and severally to pay the said sum of thirty thousand dollars in eight annual instalments, with the interest thereon, in advance as follows, to wit: First. On the first day of March eighteen hundred and forty-four, we obligate ourselves to pay the sum of three thousand seven hundred and fifty dollars, as the first instalment with the interest in advance on the remaining seven instalments, at the rate of seven per centum per annum. Second. On the first day of March eighteen hundred and forty-five, we obligate ourselves to pay the sum of three thousand seven hundred and fifty dollars as the second instalment, together with the interest in advance on the remaining six instalments at the rate of seven per centum per annum. Third. On the first day of March, eighteen hundred and forty-six, we obligate ourselves to pay the sum of three thousand seven hundred and fifty dollars as the third instalment, together with the interest in advance on the remaining five instalments at the said rate of seven per centum per annum. Fourth. On the first day of March eigh-

teen hundred and forty-seven, we obligate ourselves to pay the sum of three thousand seven hundred and fifty dollars as the fourth instalment, together with the interest in advance on the remaining four instalments, at the said rate of seven per centum per annum. Fifth. On the first day of March eighteen hundred and forty-eight, we obligate ourselves to pay the sum of three thousand seven hundred and fifty dollars as the fifth instalment, together with the interest in advance on the remaining three instalments at the said rate of seven per centum per annum. Sixth. On the first day of March eighteen hundred and forty-nine, we obligate ourselves to pay the sum of three thousand seven hundred and fifty dollars as the sixth instalment, together with the interest in advance on the remaining two instalments, at the said rate of seven per centum per annum. Seventh. On the first day of March eighteen hundred and fifty, we obligate ourselves to pay the sum of three thousand seven hundred and fifty dollars as the seventh instalment, together with the interest in advance on the remaining and last instalment, at the rate of seven per centum per annum. Eighth. On the first day of March eighteen hundred and fifty-one, we obligate ourselves—the sum of three thousand seven hundred and fifty dollars, as the eighth and last instalment to pay.

And we further agree and stipulate that the mere failure on our part to pay any or either of said instalments, or any or either of the amounts of interest to be paid as aforesaid, shall be sufficient cause to foreclose the mortgage by which this obligation is secured, and enforce the payment thereof by such legal process as the nature of the case shall or may require.

In witness whereof, we have hereunto set our hands, this twenty-second day of May, in the year—our Lord eighteen hundred and forty-one, at the parish of Rapides, State of Louisiana. The respective periods of payment are fixed.

J. S. STAFFORD,
JEANETTA STAFFORD.

In presence of

GEO. JONES,
G. ED. FRENCH,
Witnesses.

Payment of this obligation is secured by an act of mortgage passed before Adolphe Mazureau, a notary public in and for the city and parish of New Orleans, on the sixth day of June, eighteen hundred and thirty-seven, which act is of record in the office of the parish judge of the parish of Rapides, on the 21st day of June, A.D. 1837, and also by an act additional and supplemental to the above, passed before me, on this twenty-second day of May, in the year of our Lord one thousand eight hundred and forty-one, at the parish of Rapides, State of Louisiana.

GEO. R. WATERS,
Parish Judge.

3228.

EXHIBIT NO. 3.

Act of Mortgage.

Before me, George Richard Waters, parish judge and ex-officio notary public in and for the parish of Rapides, State of Louisiana, and in presence of the undersigned assisting witnesses, personally came and appeared Josiah Seth Stafford, a resident of the parish and State aforesaid, and Mistress Jeanetta Kirkland, his wife, the said Jeanetta Kirkland being of the age of majority, and by her said husband duly authorized, who declared that Stephen Edmund Cuny, of the said parish of Rapides, their true and lawful agent and attorney in fact, duly constituted and appointed by them by an act passed before Augustus L. Bringhurst, a notary public in and for the parish of Rapides, on the eighth day of April, eighteen hundred and thirty-seven, did for them and in their names, and in virtue of the special authorization contained in the power of attorney above referred to, grant and execute a mortgage in favor of the Union Bank of Louisiana, a corporation created by law and established in the city of New Orleans, for the purpose of securing the payment of the sum of forty-five thousand dollars, being the amount of a loan of money made to them by the said bank, and for which said sum their said attorney in fact, Stephen E. Cuny, did in their joint names sign an obligation of the said bank, dated the sixth day of June, eighteen hundred and thirty-seven, payable at the banking-house of said institution, in New Orleans, on the second day of June, eighteen hundred and thirty-eight, fixed, and that the said obligation was countersigned by Adolphe Mazureau, a Notary Public of the city of New Orleans, for the purpose of identification with the act of mortgage made in his office on the sixth day of June, eighteen hundred and thirty-seven. The said Josiah Seth Stafford and Jeanetta Kirkland his wife, further declared that the said mortgage was granted on the following described property. *First.* A certain tract or parcel of land situated in the said parish of Rapides, on the right bank of Bayou Boeuf descending, bounded above by lands now owned by Mrs. Stafford, widow of Leroy Stafford, and below by the town of Cheneyville, being the cotton plantation purchased by the said Josiah Seth Stafford, from Mrs. Elizabeth S. Stafford, by deed of record in the office of the parish judge of Rapides, and containing the quantity of nine hundred and twenty-six acres; also another tract of land situated in the rear of and adjoining that above described, being the section number twelve in township number one, south of range number one, east, containing the quantity of five hundred and forty-one $\frac{30}{100}$ (thirty hundredth acres); also one other tract of land adjoining that last described, being the east half of the southwest quarter, and east half of section number thirteen, in township number one, south of range number one east, containing the quantity of three hundred and thirty-eight

$\frac{5}{100}$ (five hundredths acres), both said tracts being purchased by the said Stafford from the Government of the United States; also one other tract or parcel of land, being the east and west half of the south-east quarter of section number one, in township number one, south of range number one east, containing the quantity of one hundred and one $\frac{24}{100}$ (twenty-four hundredths) acres, being the same tract purchased by the said Stafford from John M. Jewell, by an act executed before the parish judge of the parish of St. Landry. Together with all the buildings and improvements which exist upon the said tracts of land, implements of husbandry, horses, cattle, and all things thereto belonging, or in anywise appertaining. *Second.* The following named and described slaves, viz: Little Ben, aged about 20 years; William, about ; Friday, about 24; Bob Davenport, about 21; Sam M'Clure, about 28; Peter, about 33; Lewis Blacksmith, about 29; Paul, about 36; Jacob, about 40; Jack, about 37; Alonzo, about 26; Perry, about 16; Sam Rogers, about 32; Little Sam, about 17; Jim, about 16; Pierre, about 18; Stephen, about 17; Austin, about 18; Little Lewis, about 16; George Lee, about 20; Edmund Bell, about 28; William, about 24; Levi, about 17; Ben McClure, about 14; Britton, about 23; Frank, about 19; Zachariah Carpenter, about 31; Ned, about 16; Philip, about 55; Jerry, about 50; Blaize, about 50; Alfred, about 17; Albert, about 15; Wallace, about 17; Henry, about 30; Lewis Rogers, about 35; Tom, about 17; George, about 13; Dublin, about 28; Maria, about 35, and her two children Louisa and Eliza; Cloe, about 25; Charlotte, about 7, and Patsey, about 5 years; Fanny, about 36; and her child Amanda, about 4 years; Big Jane, aged 37; her three children, Margaret 10, Manuel 8, and Washington 2 years old; Harriet, about 24; her child Philip, about 11; Vicey, about 26, and her two children, Peggy 6, and John Dixon 1 year old; Henry, about 19, and her child Charles, 9 months old; Clarissa, 21; Anny, about 19, and her child Aaron, 8 months old; Jane, aged 18, and her child Harriet, 6 months; Jenny, 50 years; Charlotte, about 17; Mary, about 31; and her two children, Juliet, about 10, and Mary 3 years; Hortense, 27 years, and her two children, Nannette 11, and Mary Ann, 5 years; Caroline, about 20; Mary Hare, about 18; Big Mary, about 36; Sally about 16; Pleasant, about 16; Violet, about 17; Hester, about 34; Big Charlotte, about 29; America, about 21; Elvira, about 18; Minerva, about 16; Cynthia, about 38; Minty, about 15 years; Judy, about 22, and her two children, Maria 3 years, and Tom, about 9 months; Maria Johnson, about 19 years, her child Lavinia, about 17 months; Daphin, about 18, her child Limas, about 6 months; Charity, about 40; Venus about 17; Louisia, about 15; Sarah, about 12; Benc, about 36; Bob, about 21; Dick, 17; Nancy, about 15; Benk, about 15; Solomon, about 10; and Richard, about 8; being in number one hundred and two, all slaves for life, and employed on the aforesaid plantation, together with all the increase of said slaves during the continuance of said mortgage. The said Jeanetta Kirkland, wife of the said Josiah S. Stafford, and by him duly aided and authorized, declared that when the power of

3229.

attorney which she gave the said Stephen E. Cuny was executed, and also at the time the above-recited mortgage in favor of the said Union Bank of Louisiana was made and subscribed in their names by said Cuny, in virtue of and in accordance with the said power of attorney, she, the said Jeanetta Kirkland, one of the said constituents named in said instrument of procuration, and whose signature was thereto affixed, had not yet attained the age of majority—a fact of which the said Union Bank of Louisiana was then totally unaware, and that since that period the said deed of mortgage and the obligation for forty-five thousand dollars subscribed by the said Cuney in her name and that of her said husband, have been a subject of difference and controversy between the said bank on one side, and herself and the said Joseph S. Stafford, her husband, on the other side, the said Union Bank of Louisiana claiming the payment and reimbursement of a loan for forty-five thousand dollars made bona fide, and they refusing to make said payment and reimbursement on the ground that said mortgage and obligation were vitiated by the fact that the power of attorney under which the same had been executed was the act of a minor who had not the capacity to act. The said Jeanetta Kirkland further declared that, with a view to pay the said sum of forty-five thousand dollars to the said Union Bank of Louisiana, she (Jeanetta Kirkland) had offered to enter into such arrangements as may hereafter secure the payment of said sum of money to said institution, and at the same time enable them, the said Jeanetta Kirkland and Josiah S. Stafford, to pay the same gradually and without difficulty, notwithstanding the present condition of affairs and pecuniary embarrassments of the times; that according—by certain arrangements has been agreed upon with the said Union Bank of Louisiana by her friends on her behalf, and that it is her wish and intention to carry into effect the said arrangements by means of this present act, which is to contain at full length the amount of her obligation, the mode and time of payment of the same, and the security given to cover and protect the full and punctual payment of said obligations and liabilities which she is about to contract and incur, as the whole will be hereinafter set forth. Now in consideration of the premises, the said Jeanetta Kirkland, wishing to give some security to the said Union Bank of Louisiana, for the payment of a sum of money which she acknowledges to have been loaned by the said institution to her said husband and to herself for the purpose of assisting them in their pecuniary matters and transactions, and for the particular purpose of paying a large amount of debts by herself due, and being desirous to carry into effect the arrangements recently agreed upon by her friends on her behalf as hereinbefore set forth, does hereby acknowledge herself indebted jointly and in solido with her said husband, Josiah S. Stafford, in favor of the said Union Bank of Louisiana in the sum of thirty thousand dollars, she, the said Jeanetta Kirkland, consenting to be liable for the payment of the obligation which the

said Stephen E. Cuny executed in her name and that of her said husband, only to the amount and extent of the said sum of thirty thousand dollars, which she obligates and binds herself by these presents, jointly and severally with her said husband to pay to the said Union Bank of Louisiana in the manner and at the time hereinafter set forth—and the said Jeanetta Kirkland, wife of the said Josiah S. Stafford, by him duly aided and authorized, declared that whereas the act of mortgage subscribed in her name and that of her said husband by Stephen E. Cuny to secure the sum of forty-five thousand dollars was executed during her minority, and whereas she is willing and it is her intention to cure and do away with any defect, vice or informality which may exist in said mortgage, and which may thereby vitiate or put in jeopardy the rights and claims and privileges which the Union Bank of Louisiana expected to derive from said act of mortgage in return, and as a just compensation for the amount of money which was by said institution loaned and advanced honestly, and in good faith. Now therefore for the purpose of securing to the said Union Bank of Louisiana the payment of the said sum of thirty thousand dollars for which she has consented to be liable and become indebted, and also for the purpose of holding the said Union Bank of Louisiana harmless in consequence of the defect or vice hereinbefore pointed out as invalidating the mortgage above recited, she, the said Jeanetta Kirkland, wife of the said Josiah S. Stafford, having now attained the age of majority and avowing that she possesses the capacity to enter into any lawful contract or obligation with her said husband's consent and authorization, does, by these presents, of her own free will and accord, and without any compulsion or coercion of her said husband, not only approve, ratify and confirm, so far as the same may serve to secure the sum of thirty thousand dollars, the said mortgage passed before Adolphe Mazureau, notary public in the city of New Orleans, on the sixth day of June, 1837, in favor of the Union Bank of Louisiana, to secure the payment of forty-five thousand dollars, but she likewise binds herself by these presents jointly and in solido with her said husband in favor of the said Union Bank of Louisiana, for the full and entire payment of the said sum of thirty thousand dollars, for which she now declares herself to be indebted, hereby consenting that in case of failure on the part of her said husband or herself to pay the said thirty thousand dollars, at the time and in the manner hereinafter set forth, then the said Union Bank of Louisiana shall be and is hereby fully authorized, for the purpose of recovering the said thirty thousand dollars, to seize the said mortgaged plantation and slaves in whose hands soever the same may be found, and the same to cause to be sold according to law. And the said Josiah S. Stafford and his said wife, Jeanetta Kirkland, both declared that with a view to quiet the said Union Bank of Louisiana, and place her security for the said sum of thirty thousand dollars beyond dispute and out of the reach of any future controversy, disturbance or litigation, they do hereby jointly and in solido

confirm the said mortgage, granted in their names by the said Stephen E. Cuny, on the sixth day of June, eighteen hundred and thirty-seven, as binding and obligatory upon them jointly and generally to the amount and extent of the said sum of thirty thousand dollars. And whereas it is their earnest wish to give full and positive assurance of their intention to secure amply and satisfactorily the said sum of thirty thousand dollars, and to furnish proof of their disposition to pay said debt, they, the said Josiah S. Stafford and Jeanetta Kirkland, his wife, in addition to their above-expressed ratification of said original mortgage, do hereby jointly and severally mortgage and hypothecate, in favor of the said Union Bank of Louisiana, all the above-described lands and slaves, it being well understood that the mortgage of the sixth day of June, eighteen hundred and thirty-seven, granted by the said Stephen E. Cuny, and the present joint mortgage and obligation, granted by themselves to secure the said sum of thirty thousand dollars, shall be considered as one mortgage; that the said mortgage of the sixth of June, eighteen hundred and thirty-seven, shall remain in full force and effect until the said sum of thirty thousand dollars is paid, and that no clause or stipulations herein contained shall be construed as operating a novation of the said original debt. The said Josiah S. Stafford and Jeanetta Kirkland hereby bind themselves not to sell, alienate, mortgage or deteriorate the property and slaves contained in this act, as well as in the act of the sixth day of June, eighteen hundred and thirty-seven, to the prejudice of this mortgage; and hereby confessing judgment for the said sum of thirty thousand dollars, to be paid as hereinafter stipulated, according to the agreements upon which this act is based, the said Josiah S. Stafford and Jeanetta Kirkland, his wife, do hereby jointly and in solido bind and obligate themselves to pay the said sum of thirty thousand dollars as follows, viz:

From the first day of March, eighteen hundred and forty-one, up to the first day of March, eighteen hundred and forty-four, they engage to pay annually and regularly the interest on said sum of thirty thousand dollars, at the rate of seven per cent. per annum, and from the first day of March, eighteen hundred and forty-four, up to the first of March, eighteen hundred and fifty-one, they promise and obligate themselves jointly and severally to pay the said sum of thirty thousand dollars in eight annual instalments, with the interest thereon in advance, as follows, viz: 1. On the first day of March, eighteen hundred and forty-four, they shall pay the sum of three thousand seven hundred and fifty dollars, as the first instalment, together with the interest in advance on the remaining seven-eighths or instalments, at the rate of seven per cent. per annum. 2. On the first day of March, eighteen hundred and forty-five, they shall pay the sum of three thousand seven hundred and fifty dollars, as the second instalment, together with the interest in advance on the remaining six instalments, at the rate of seven per

cent. 3. On the first day of March, eighteen hundred and forty-six, they shall pay the sum of three thousand seven hundred and fifty dollars, as the third instalment, together with the interest in advance on the remaining five instalments, at the same rate of interest. 4. On the first day of March, eighteen hundred and forty-seven, they shall pay the sum of three thousand seven hundred and fifty dollars as the fourth instalment, together with the interest in advance on the remaining four instalments, at the same rate of interest. 5. On the first of March, eighteen hundred and forty-eight, they shall pay the sum of three thousand seven hundred and fifty dollars as the fifth instalment, together with the interest in advance on the remaining three instalments, at the same rate of interest. 6. On the first day of March, eighteen hundred and forty-nine, they shall pay the sum of three thousand seven hundred and fifty dollars as the sixth instalment, together with the interest in advance on the remaining two instalments, at the same rate of interest. 7. On the first of March, eighteen hundred and fifty, they shall pay the sum of three thousand seven hundred and fifty dollars, as the seventh instalment, together with the interest in advance on the remaining and last instalment, at the same rate of interest. 8. On the first of March, eighteen hundred and fifty-one, they shall pay the sum of three thousand seven hundred and fifty dollars, as the eighth and last instalment. It is understood and expressly agreed that the payments to be effected by the said Josiah S. Stafford and Jeanetta Kirkland his wife, or either of them, by virtue of and in compliance with the foregoing stipulations, shall be made at the banking-house of said Union Bank of Louisiana, in New Orleans; and it is further understood and agreed that the mere failure on the part of the present mortgagors to pay any or either of said instalments, or any or either of the amounts of interest to be paid as aforesaid, shall be sufficient cause to foreclose the said mortgage and enforce the payment thereof, by such legal process as the nature of the case shall or may require. And the said Josiah S. Stafford and Jeanetta Kirkland his wife, acknowledging themselves satisfied with the terms and mode of payment above stipulated, have for the purpose of more effectually carrying the same into effect this day subscribed their joint obligation in favor of the said Union Bank of Louisiana, for the sum of thirty thousand dollars ($30,000), payable in the manner and corresponding with the terms and conditions hereinbefore expressed, which said obligation has been countersigned by the undersigned, in such manner to make it appear that the same is identified as well with this act as with the mortgage of the sixth of June, eighteen hundred and thirty-seven; and the parties hereto mutually agree that whereas the original obligation for forty-five thousand dollars is now acknowledged as valid, and contracted to be paid by the present mortgagors to the amount and extent of thirty thousand dollars only, and whereas the of payment are now different from what they were at first, and the present obligation

3231.

substituted in its place, with this understanding and express agreement and condition, that the payment of the present obligation for thirty thousand dollars is and remains secured by the clauses and stipulations of the said act of the sixth (6th) day of June, eighteen hundred and thirty-seven, which the said Josiah S. Stafford and wife have confirmed and acknowledged to be valid for thirty thousand dollars, and also by the clauses and stipulations of this act. And the said Josiah S. Stafford, now acting and stipulating for himself, and in his own individual name declared, that whereas, after deducting the said sum of thirty thousand dollars, which he and his said wife Jeanetta Kirkland have agreed to pay jointly and severally as herein above set forth, there remains due to the said Union Bank of Louisiana—sum of nineteen thousand nine hundred and ninety-five dollars and eighty-two cents, being the balance due on the original bond signed in his name, and that of his wife, by Stephen E. Cuny aforesaid, together with the arrears of interest calculated up to the first day of March, eighteen hundred and forty-one, for which sum the said Union Bank of Louisiana has no security whatever, in consequence of the original mortgage and obligation aforesaid, executed and signed in his name, and that of his wife, by said Stephen E. Cuny, for forty-five thousand dollars, being now by himself and his said wife jointly admitted and declared to be valid only for the sum of thirty thousand dollars, and whereas he is desirous as a man of honor, to meet his engagements, and pay his just and lawful debts:

Now, therefore, he, the said Josiah S. Stafford, does by these presents acknowledge himself to be indebted to the said Union Bank of Louisiana in the sum of nineteen thousand nine hundred and ninety-five dollars and eighty-two cents, which sum he binds and obligates himself to pay in two equal instalments, at nine and ten years from the date hereof, with interest at seven per cent. per annum from date until final payment, for which purpose he has this day subscribed two promissory notes to the order of the cashier of the Union Bank of Louisiana, each for the sum of nine thousand nine hundred and ninety-seven dollars and ninety-one cents, payable at the banking-house of the said Union Bank of Louisiana, in the city of New Orleans, respectively at nine and ten years after date, with interest on each note at the rate of seven per cent. per annum, from date until final payment. The said notes have been signed by the said Josiah Seth Stafford, in presence of the undersigned parish Judge, who has affixed his own name to the said notes as witness to the signature of said maker. And it is further agreed between the said Union Bank of Louisiana, and the said Jeanetta Stafford, wife of the said Josiah S. Stafford, that so soon as she shall be legally separated in property and shall acquire title to the land lying in the rear of the tract bought by Mrs. E. Stafford, at the sale of the succession of Leroy Stafford, and sold by her to Josiah S. Stafford, and which is in the original mortgage to the bank, she shall have the right of substituting the same in a new act of mortgage to the said Union Bank of Louisiana,

in lien and place of the land now mortgaged to it lying in the rear of the land of Mrs. E. S. Stafford and Hetherwick—the said bank engaging to receive said substitution, and to release its liens of mortgage on the lands lying in the rear of those of Hetherwick and Mrs. E. S. Stafford. And the said Mrs. Jeanetta Stafford further agrees, undertakes, and engages that so soon as she shall be separated in property, so that she can acquire title in her own right, that she will obtain from Isaac Thomas title to such of the forty-eight slaves bought by him at the suit of the Canal Bank against Josiah S. Stafford as shall then be living, and that she will mortgage them to said Union Bank of Louisiana, as a further and additional security for the payment of said sum of thirty thousand dollars, with interest as before stipulated. As a certificate of mortgage will accompany a certified copy of this act, when the same will go to the Union Bank of Louisiana for the inspection of that institution, before it accepts, none is herein inserted. The parties signing hereto waiving and dispensing with the production of, or mention herein of any.

And now to this act came and intervened for himself, and as executor of Micah P. Flint, dec'd, Isaac Thomas, a resident of the parish of Rapides, State of Louisiana, and after taking cognizance of what is above written, declared, that whereas by an act passed before John H. Johnson, parish Judge in and for the parish of Rapides, on the ninth day of June, A. D. 1836, Josiah S. Stafford did mortgage in favor of him and Micah P. Flint a portion of the above-described property, to secure them from liability as his endorsers, to about the sum of thirty-six thousand dollars, or upwards, and which act is of record in the office of the parish Judge of Rapides, on said 9th day of June, A. D. 1836. And whereas, on the 22d day of April, A. D. 1837, by an act passed before John H. Johnson, parish Judge of Rapides, and which act is of record in the office of the parish Judge of Rapides, on said 22d April, 1837, the said Josiah S. Stafford did mortgage in favor of the said Isaac Thomas and Micah P. Flint, all the above-described land and negroes, and other property to secure them (Thomas and Flint,) against their liabilities for him (Stafford), as his endorsers, to about the sum of one hundred thousand dollars. Now the said Isaac Thomas declared that he was willing, and does hereby release and discharge the above-described mortgages for himself, and as executor of Micah P. Flint, dec'd, and the acts are herein particularly referred to, so far as to give priority and preference over them to the mortgage hereby made to the Union Bank of Louisiana, and so far as to give priority and preference over the same to the mortgage, by the said Stafford and wife, by their attorney in fact, Stephen Edmund Cuney, heretofore made in favor of the Union Bank of Louisiana, on the sixth day of June, A. D. 1837, by act passed before Adolphe Mazureau, Notary Public of the city of New Orleans, and which said act is hereinbefore specially referred to, he, the said Thomas, for himself and as executor of M. P. Flint, dec'd, hereby consenting to postpone in favor of the said corporation all

his rights of mortgage on said property. The said Union Bank of Louisiana, having precedence and priority by his declaration over his and the rights of M. P. Flint, dec'd, accruing from the mortgages above referred to, made by the said Stafford, in his favor and the said M. P. Flint. The waiver and postponement by the said Thomas, however, being made without prejudice to the rights acquired by him, on a portion (about forty-eight in number), of the above-named slaves, at a sheriff's sale of the property of the said Stafford and wife, made at the instance and suit of the New Orleans Canal and Banking Company, on the eighth day of August last (1840).

In testimony whereof, the said Josiah S. Stafford and the said Mrs. Jeanetta Stafford, authorized by the said J. S. Stafford and the said Isaac Thomas for himself, and as executor of M. P. Flint, have hereunto signed their names at the Parish of Rapides, in presence of George Jones and G. E. French, competent witnesses, on this twenty-second day of May, in the year of our Lord eighteen hundred and forty-one.

J. S. STAFFORD,
JEANETTA STAFFORD.
I. THOMAS,
For himself and as Executor of M. P. Flint.

Witnesses,
GEO. JONES,
G. E. FRENCH.

Done and passed before me, GEORGE R. WATERS,
Parish Judge.

And now the said Mrs. Jeanetta Stafford, authorized by her husband, the said Josiah S. Stafford, declared that in becoming a party to the foregoing act, it is her wish and intention to release for the purposes therein stipulated in favor of the Union Bank of Louisiana, and she does of her own free will and accord release in favor of the said corporation all her rights, claims, and privileges which she may have in the property in said act described, for the security of her matrimonial, dotal, paraphernal, or other rights, whether resulting from her marriage with the said J. S. Stafford or otherwise. Whereupon I, the said judge, did inform the said Mrs. Jeanetta Stafford, out of the presence and hearing and apart from her said husband, that she had a legal mortgage on the property of her said husband. First—for the restitution of her dowry and the reinvestment of the dotal property sold by her said husband, and which she brought in marriage reckoning from the day of the celebration thereof. Secondly—for the restitution and reinvestment of the dotal property by her acquired, since her marriage, by donation or succession, reckoning from the day the donation was perfected or the succession opened. Thirdly—for nuptial presents. Fourthly—for debts contracted by her with her said husband. And fifthly—

for the amount of her paraphernal property alienated by her, and received by her said husband. And the said Mrs. Jeanetta Stafford did thereupon declare that she was well acquainted with the nature and extent of her matrimonial, dotal, paraphernal, and other rights thus *thus* secured to her by law on the property of her said husband, and that, nevertheless, she persisted in her intention of renouncing not only all the rights, claims, and privileges hereinbefore enumerated, but all others of any nature and kind whatsoever to which she may be entitled by any laws which now are or may heretofore have been in force in the State of Louisiana; and the said Josiah S. Stafford being now present aiding and authorizing his said wife, she did again declare that she does by these presents make a formal renunciation of her matrimonial, paraphernal, dotal, and other rights in favor of the Union Bank of Louisiana, for the purposes in the foregoing act stipulated, binding herself and her heirs at all times to sustain and acknowledge the full force and validity of these presents.

In testimony whereof, the said Mrs. Jeanetta Stafford, authorized by her husband, Josiah S. Stafford, and J. S. Stafford, hereby sign their names, on this twenty-second day of May, eighteen hundred and forty-one, at the Parish of Rapides.

JEANETTA STAFFORD,
J. S. STAFFORD.

Witnesses,
GEO. JONES,
G. E. FRENCH.

Done and passed before me,

GEORGE R. WATERS,
Parish Judge.

I certify the foregoing to be a true copy of the original act of mortgage on file and of record in my office.

Given under my hand and seal of office, as Parish Judge in and for the Parish of Rapides, this tenth day of June, A. D. eighteen hundred and forty-one.

[L. S.] GEORGE R. WATERS,
Parish Judge.

Acceptance of Mortgage.

Before me, Adolphe Mazureau, a notary public in and for the parish of Orleans and city of New Orleans, State of Louisiana, duly commissioned and sworn, and in presence of the witnesses hereinafter named, I undersigned, personally appeared Christopher Adams, junior, esquire, of this city, President of the Union Bank of Louisiana, and herein acting in his capacity as such, who declared that having taken cognizance of a certain act (a certified copy whereof

was here exhibited to me notary) executed before George Richard Waters, parish judge and ex officio notary public in and for the parish of Rapides in this State, on the twenty-second day of May eighteen hundred and forty-one purporting mortgage in favor of said Union Bank of Louisiana, granted by Josiah Seth Stafford and Mistress Jeanetta Kirkland his wife, both of said parish of Rapides jointly and severally, the said Jeanetta Kirkland, being by her said husband duly aided and authorized for the purpose of securing the sum of thirty thousand dollars: the said act also purporting ratification and confirmation to the extent and amount of thirty thousand dollars of a certain mortgage executed by said Josiah Seth Stafford, and Jeanetta Kirkland his wife, by their attorney Stephen Edmund Cuny, before the undersigned notary, on the sixth day of June, eighteen hundred and thirty-seven, in favor of said Union Bank of Louisiana, for security of the sum of forty-five thousand dollars, the amount of a loan of money to the said mortgagers made by the said bank: the said mortgagers affecting certain tracts of land and slaves in the said Parish of Rapides, and fully described and enumerated; and the said act of the twenty-second day of May, eighteen hundred and forty-one, containing divers clauses, conditions, stipulations and agreements; of all which, and also of the renunciations by the said Mrs. Jeanetta Kirkland, by her said husband, Josiah Seth Stafford, duly authorized of all her matrimonial, dotal, paraphernal and other rights and privileges upon the said lands and slaves, the said Christopher Adams, president aforesaid, hath taken cognizance.

Now he, the said Christopher Adams, junior, president aforesaid, doth hereby on behalf of the said Union Bank of Louisiana, accept the said act of mortgage of the twenty-second day of May, eighteen hundred and forty-one, with all the clauses, conditions, stipulations and agreements therein contained, and also the said renunciation by Mrs. Jeanetta Kirkland of all her rights aforesaid, without exception or reserve.

Done and passed in my office at the city of New Orleans, aforesaid, on this first day of July, eighteen hundred and forty-one, in presence of John Cragg and George A. Jenkins, competent witnesses, who have signed these presents with the said appearer, and me the notary after reading the whole.

(Signed) C. ADAMS, JR, *Pres't.*

J. CRAGG,
GEORGE A. JENKINS.

A. MAZUREAU,
Not. Public.

I certify the above to be a true copy of the original.
[L. S.] A. MAZUREAU,
Notary Public.

NEW ORLEANS, *January 2d*, 1843.

EXHIBIT NO 4.

Petition.

To the honorable the Judge of the sixth judicial district, presiding in and for the Parish of Rapides, La.

The petition of the Union Bank of Louisiana, a *a* duly incorporated institution of this State, whose principal establishment is in the city of New Orleans, respectfully shows, that Josiah Seth Stafford and his wife Jeanetta Kirkland, residents of your said parish, are justly indebted, *in solido*, to your petitioners, in the sum of thirty thousand dollars ($30.000), with seven per centum per annum interest thereon, from the 1st day of March 1841, until paid, as will more particularly appear by the joint and several bond of the said Stafford and wife, dated on or about the 22d of May 1841, which is filed herewith and made a part hereof. They now show that the said Stafford and wife, have failed to pay any of the instalments, which according to the tenor of said bond were to be paid prior to this date, and that by the terms thereof the whole of said sum is now due and exigible, and payment thereof can be enforced in conformity with the legal rights of your petitioners. They show that the said bond has been presented at the Union Bank in New Orleans, where it was made payable, and payment of the interest due thereon demanded, which was refused, as will also be seen by reference to the protest of said bond, which is herewith filed as a part hereof.

Your petitioners now show that payment of the said bond is secured by an act of mortgage, passed before Adolphe Mazureau, a notary public at the city of New Orleans, upon the sixth day of June, 1837, which act is of record in the office of the parish judge of Rapides, on the 21st of June, 1837; and also by an additional and supplemental act passed before the Hon. Geo. R. Waters, parish judge, and ex-officio notary public, upon the 22d day of May, 1841, also of record in this parish; which mortgage, importing confession of judgment, operates upon various lands and slaves in the possession of the said Stafford and wife, whose description and names will be fully seen by reference to the certified copy of said mortgage, passed upon the 22d of May, 1841, which is filed herewith and made a part hereof.

The premises considered, your petitioners pray that a writ of seizure and sale may issue against the said mortgaged premises, lands and slaves, as described in the said act of mortgage, and that the whole of them be seized and sold under the executory process, in whosesoever hands found, to pay and satisfy the said debt, interest and costs of copies and costs of this proceeding. They pray for all due notices to the said Stafford and wife, and for such other and further order, decree and relief, and the law and the nature

of the case may require. Your petitioners also annex a copy of their notarial acceptance of said mortgage.

BRENT & OGDENS,
Attorneys.

Filed April 24th, 1843.

M. R. ARIAIL,
Deputy Clerk.

Bond.

We, the undersigned, Josiah Seth Stafford, an inhabitant of the parish of Rapides, State of Louisiana, and Madam Jeanetta Kirkland, the wife of the said Josiah S. Stafford, of the age of majority, and who is herein authorized, aided and assisted by her said husband, the said Josiah S. Stafford, and who is a resident of the parish and state aforesaid, do acknowledge ourselves to be jointly and severally indebted unto the Union Bank of Louisiana in the sum of thirty thousand dollars, being for a loan of money heretofore made to us by the said corporation, which sum we do acknowledge to have received, renouncing the benefit of the exception *non numerata pecunia*, and which said sum of thirty thousand dollars we bind ourselves in solido, our heirs, executors and administrators, to pay to the said Union Bank of Louisiana, at their banking-house in the city of New Orleans, in the manner following, viz.: From the first day of March, eighteen hundred and forty-one, up to the first day of March, eighteen hundred and forty-four, we engage to pay annually and regularly the interest on said sum of thirty thousand dollars, at the rate of seven per centum per annum. And from the first day of March, eighteen hundred and forty-four, up to the first day of March, eighteen hundred and fifty-one, we promise and obligate ourselves, jointly and severally, to pay the said sum of thirty thousand dollars in eight annual instalments, with the interest thereon in advance, as follows, to wit: *First.* On the first day of March, eighteen hundred and forty-four, we obligate ourselves to pay the sum of three thousand seven hundred and fifty dollars, as the first instalment, with the interest in advance on the remaining seven instalments, at the rate of seven per centum per annum. *Second.* On the first day of March, eighteen hundred and forty-five, we obligate ourselves to pay the sum of three thousand seven hundred and fifty dollars, as the second instalment, together with the interest in advance on the remaining six instalments, at the said rate of seven per centum per annum. *Third.* On the first day of March, eighteen hundred and forty-six, we obligate ourselves to pay the sum of three thousand seven hundred and fifty dollars, as the third instalment, together with the interest in advance on the remaining five instalments, at the said rate of seven per centum per annum. *Fourth.* On the first day of March, eighteen hundred and forty-

seven, we obligate ourselves to pay the sum of three thousand seven hundred and fifty dollars, as the fourth instalment, together with the interest in advance on the remaining four instalments, at the said rate of seven per centum per annum. *Fifth.* On the first day of March, eighteen hundred and forty-eight, we obligate ourselves to pay the sum of three thousand seven hundred and fifty dollars, as the fifth instalment, together with the interest in advance on the remaining three instalments, at the said rate of seven per centum per annum. *Sixth.* On the first day of March, eighteen hundred and forty-nine, we obligate ourselves to pay the sum of three thousand seven hundred and fifty dollars, as the sixth instalment, together with the interest in advance on the remaining two instalments, at the said rate of seven per centum per annum. *Seventh.* On the first day of March, eighteen hundred and fifty, we obligate ourselves to pay the of three thousand seven hundred and fifty dollars, as the seventh instalment, together with the interest in advance on the remaining and last instalment, at the rate of seven per centum per annum. *Eighth.* On the first day of March, eighteen hundred and fifty-one, we obligate ourselves—the sum of three thousand seven hundred and fifty dollars, as the eighth and last instalment, to pay. And we further agree and stipulate that the mere failure on our part to pay any or either of said instalments, or any or either of the amounts of interest, to be paid as aforesaid, shall be sufficient cause to foreclose the mortgage by which this obligation is secured, and enforce the payment thereof by such legal process as the nature of the case shall or may require.

In witness whereof, we have hereunto set our hands on this twenty-second day of May, in the year of our Lord eighteen hundred and forty-one at the parish of Rapides, State of Louisiana. The respective periods of payment set out are *fixed.*

J. S. STAFFORD,
JEANETTA STAFFORD.

In presence of
GEO. JONES,
G. E. FRENCH.

Payment of this obligation is secured by an act of mortgage passed before Adolph Mazureau, notary public in and for the city (of) and parish of New Orleans, on the sixth day of June, eighteen hundred and thirty-seven, which act is of record in the office of the parish Judge of the parish of Rapides, on the 21st day of June, A. D. 1837, and also by an act additional and supplemental to the above passed before me on this twenty-second day of May, in the year of our Lord one thousand eight hundred and forty-one, at the parish, State of Louisiana.

GEO. R. WATERS,
Parish Judge.

PROTEST.

UNITED STATES OF AMERICA,
State of Louisiana.

By this public instrument of protest: Be it known that on this first day of February, in the year one thousand eight hundred and forty-three, at the request of the Union Bank of Louisiana, holder of the original bond or obligation, whereof a true copy is on the reverse hereof written, I, Adolphe Mazureau, a notary public in and for the city and parish of New Orleans, State of Louisiana aforesaid, duly commissioned and sworn, presented said bond or obligation at the Union Bank of Louisiana in this city where it is made payable, and demanded payment of the interest due thereon, but was answered by the book-keeper that the same could not be paid.

Whereupon, I, the said notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest, as well against the drawer or maker of the said bond or obligation, as against all others whom it doth or may concern, for all exchange, re-exchange, damages, costs, charges and interests, suffered or to be suffered for want of payment of the said bond or obligation.

This done and protested in the presence of John Cragg and Joseph Octave Chalon, witnesses.

In testimony whereof, I grant these presents under my signature and the impress of my seal of office, at New Orleans, on the day and year first above written.

A. MAZUREAU,
Notary Public.

J. CRAGG,
J. O. CHALON.

We, the undersigned, Josiah Seth Stafford, an inhabitant of the Parish of Rapides, State of Louisiana, and Madame Jeanetta Kirkland, the wife of the said Josiah S. Stafford, of the age of majority, and who is herein authorized, aided, and assisted by her said husband, the said Josiah S. Stafford, who is a resident of the parish and State aforesaid, do acknowledge ourselves to be jointly and severally indebted unto the Union Bank of Louisiana in the sum of thirty thousand dollars, being for a loan of money heretofore made to us by the said corporation, which sum we do acknowledge to have received, renouncing the benefit of the exception "non numerata pecunia," and which said sum of thirty thousand dollars we bind ourselves in solido, our heirs and executors and administrators to pay to the said Union Bank of Louisiana, at their banking-house, in the city of New Orleans, in the manner following, viz.:—From the first day of March, eighteen hundred and forty-one up to the first day of March, eighteen hundred and forty-four, we engage to pay annually and regularly the interest on said

sum of thirty thousand dollars, at the rate of seven per centum per annum, and from the first day of March, eighteen hundred and forty-four up to the first day of March, eighteen hundred and fifty-one, we promise and obligate ourselves jointly and severally to pay the said sum of thirty thousand dollars in eight annual instalments, with the interest thereon in advance, as follows, to wit:—First. On the first day of March, eighteen hundred and forty-four, we obligate ourselves to pay the sum of three thousand seven hundred and fifty dollars as the first instalment, with the interest in advance on the remaining seven instalments, at the rate of seven per centum per annum. Second. On the first day of March, eighteen hundred and forty-five, we obligate ourselves to pay the sum of three thousand seven hundred and fifty dollars as the second instalment, together with the interest in advance on the remaining six instalments, at the said rate of seven per centum per annum. Third. On the first day of March, 1846, we obligate ourselves to pay the sum of three thousand seven hundred and fifty dollars as the third instalment, together with the interest in advance on the remaining five instalments, at the said rate of seven per centum per annum. Fourth. On the first day of March, eighteen hundred and forty-seven, we obligate ourselves to pay the sum of three thousand seven hundred and fifty dollars as the fourth instalment, together with the interest in advance on the remaining four instalments, at the said rate of seven per centum per annum. Fifth. On the first day of March, eighteen hundred and forty-eight, we obligate ourselves to pay the sum of three thousand seven hundred and fifty dollars as the fifth instalment, together with the interest in advance on the remaining three instalments, at the said rate of seven per centum per annum. Sixth. On the first day of March, eighteen hundred and forty-nine, we obligate ourselves to pay the sum of three thousand seven hundred and fifty dollars as the sixth instalment, together with the interest in advance on the remaining two instalments, at the said rate of seven per centum per annum. Seventh. On the first day of March, eighteen hundred and fifty, we obligate ourselves to pay the sum of three thousand seven hundred and fifty dollars as the seventh instalment, together with the interest in advance on the remaining and last instalment, at the rate of seven per centum per annum. Eighth. On the first day of March, eighteen hundred and fifty-one, we obligate ourselves—the sum of three thousand seven hundred and fifty dollars as the eighth and last instalment to pay.

And we further agree and stipulate that the mere failure on our part to pay any or either of said instalments, or any or either of the amounts of interest to be paid as aforesaid, shall be sufficient cause to foreclose the mortgage by which this obligation is secured, and enforce the payment thereof by such legal process as the nature of the case shall or may require.

In witness whereof, we have hereunto set our hands, on this twenty-second day of May, in the year our Lord eighteen hun-

dred and forty-one, at the parish of Rapides, State of Louisiana. The respective periods of payment are fixed.

J. S. STAFFORD.
JEANETTA STAFFORD.

In presence of
GEO. JONES,
G. ED. FRENCH,
Witnesses.

Payment of this obligation is secured by an act of mortgage passed before Adolphe Mazureau, a notary public in and for the city and parish of New Orleans, on the sixth day of June, eighteen hundred and thirty-seven, which act is of record in the office of the parish judge of the parish of Rapides, on the 21st day of June, A. D. 1837; and also by an act, additional and supplemental to the above, passed before me on this twenty-second day of May, in the year of our Lord one thousand eight hundred and forty-one, at the parish of Rapides, State of Louisiana.

GEO. R. WATERS,
Parish Judge.

Act of Mortgage.

Before me, George Richard Waters, parish judge and ex-officio notary public in and for the parish of Rapides, State of Louisiana, and in presence of the undersigned assisting witnesses, personally came and appeared Josiah Seth Stafford, a resident of the parish and state aforesaid, and Mistress Jeanetta Kirkland, his wife, the said Jeanetta Kirkland being of the age of majority and by her said husband duly authorized, who declared that Stephen Edmund Cuny, of the said parish of Rapides, their true and lawful agent and attorney in fact, duly constituted and appointed by them by an act passed before Augustus L. Bringhurst, a notary public in an for the parish of Rapides, on the eighth day of April, eighteen hundred and thirty-seven, did for them and in their names, and in virtue of the special authorization contained in the power of attorney above referred to, grant and execute a mortgage in favor of the Union Bank of Louisiana, a corporation created by law and established in the city of New Orleans, for the purpose of securing the payment of the sum of forty-five thousand dollars, being the amount of a loan of money made to them by the said bank, and for which said sum their said attorney in fact, Stephen E. Cuny, did in their joint names sign an obligation of the said bank, dated the sixth day of June, eighteen hundred and thirty-seven, payable at the banking-house of said institution in New Orleans, on the second day of June, eighteen hundred and thirty-eight, fixed; and that the said obligation was countersigned by Adolphe Mazureau, a notary public of the city of New Orleans, for the purpose of identification with

the act of mortgage made in his office on the sixth day of June, eighteen hundred and thirty-seven. The said Josiah Seth Stafford and Jeanetta Kirkland, his wife, further declared that the said mortgage was granted on the following described property: First. A certain tract or parcel of land situated in the said parish of Rapides, on the right bank of Bayou Bœuf descending, bounded above by lands now owned by Mrs. Stafford, widow of Leroy Stafford, and below by the town of Cheneyville, being the cotton plantation purchased by the said Josiah Seth Stafford from Mrs. Elizabeth Seth Stafford, by deed of record in the office of the parish judge of Rapides, and containing the quantity of nine hundred and twenty-six acres. Also another tract of land situated in the rear of and adjoining that above described, being the section number twelve in township number one, south of range number one east, containing the quantity of five hundred and forty-one $\frac{30}{100}$ (thirty hundredths acres). Also one other tract of land adjoining that last described, being the east half of the south-west quarter and east half of section number thirteen, in township number one, south of range number one east, containing the quantity of three hundred and thirty-eight $\frac{5}{100}$ (five hundredth acres), both said tracts being purchased by the said Stafford from the government of the United States. Also one other tract or parcel of land, being the east and west half of the south-east quarter of section number one, in township number one, south of range number one east, containing the quantity of one hundred and one $\frac{24}{100}$ (twenty-fourth hundredths) acres, being the same tract purchased by the said Stafford from John M. Jewell, by an act executed before the parish judge of the parish of St. Landry, together with all the buildings and improvements which exist upon the said tracts of land, implements of husbandry, horses, cattle, and all things thereto belonging or in anywise appertaining. Second. The following named and described slaves, viz.: Little Ben, aged about 20 years; William, about ; Friday, about 24; Bob Davenport, about 21; Sam McClure, about 28; Peter, about 33; Lewis Blacksmith, about 29; Paul, about 36; Jacob, about 40; Jack, about 37; Alonzo, about 26; Perry, about 16; Sam Rogers, about 32; Little Sam, about 17; Jim, about 16; Pierre, about 18; Stephen, about 17; Austin, about 18; Little Lewis, about 16; George Lee, about 20; Edmund Bell, about 28; William, about 24; Levi, about 17; Ben McClure, about 14; Britton, about 23; Frank, about 19; Zachariah Carpenter, about 31; Ned, about 16; Philip, about 55; Jerry, about 50; Blaize, about 50; Alfred, about 17; Albert, about 15; Wallace, about 17; Henry, about 30; Lewis Rogers, about 35; Tom, about 17; George, about 13; Dublin, about 28; Maria, about 35, and her two children Louisa and Eliza; Cloe, about 25; Charlott, about 7, and Patsey, about 5 years; Fanny, about 36, and her child, Amanda, about 4 years; Big Jane, aged 37; her three children, Margaret 10, Manuel 8, and Washington 2 years old; Harriet, about 24; her

3237

child, Philip, about 11; Vicey, about 26; her two children, Peggy 6, and John Dixon 1 year old; Henny, about 19, and her child, Charles, 9 months old; Clarissa, 21; Anny, about 19, and her child, Aaron, 8 months old; Jane, aged 18, and her child, Harriet, 6 months; Jenny, 50 years; Charlotte, about 17; Mary, about 31; and her two children, Juliet, about 10, and Mary, three years; Halence, 27 years; and her two children, Nannette, 11, and Mary Ann, 5 years; Caroline, about 20; Mary Hare, about 18; Big Mary, about 36; Sally, about 16; Pleasant, about 16; Violet, about 17; Hester, about 34; Big Charlotte, about 29; America, about 21; Elvira, about 18; Minerva, about 16; Cynthia, about 38; Minty, about 15 years; Judy, about 22 and her two children, Maria 3 years, and Tom, about 9 months; Maria Johnson, about 19 years, her child Lavinia, about 7 months; Daphin, about 18, her child Limas, about 6 months; Charity about 40; Venus, about 17; Louisa, about 15; Sarah about, 12; Benc, about 36; Bob, about 21; Dick, 17; Nancy, about 15; Benk, about 15; Solomon, about 10, and Richard, about 8, being in number one hundred and two, all slaves for life, and employed on the aforesaid plantation, together with all the increase of said slaves, during the continuance of said mortgage. The said Jeanetta Kirkland, wife of the said Josiah S. Stafford, and by him duly aided and authorized, declared that when the power of attorney which she gave the said Stephen E. Cuny was executed, and also at the time the above-recited mortgage in favor of the said Union Bank of Louisiana was made and subscribed in their names by said Cuny in virtue of and in accordance with the said power of attorney, she, the said Jeanetta Kirkland, one of the constituents named in said instrument of procuration, and whose signature was thereto affixed, had not yet attained the age of majority, a fact of which the said Union Bank of Louisiana was then totally unaware, and that since that period the said deed of mortgage, and the obligation for forty-five thousand dollars subscribed by the said Cuny in her name and that of her said husband have been a subject of difference and controversy between the said bank on one side, and herself and the said Joseph S. Stafford her husband on the other side, the said Union Bank of Louisiana claiming the payment and a reimbursement of a loan of forty-five thousand dollars made bona fide, and they refusing to make said payment and reimbursement, on the ground that said mortgage and obligation were vitiated by the fact that the power of attorney under which the same had been executed was the act of a minor who had not the capacity to act. The said Jeanetta Kirkland further declared that, with a view to pay the said sum of forty-five thousand dollars to the said Union Bank of Louisiana, she (Jeanetta Kirkland) has offered to enter into such arrangements as may hereafter secure the payment of said sum of money to said institution, and at the same time, to enable them, the said Jeanetta Kirkland and Josiah S. Stafford, to pay the same gradually and without difficulty, notwithstand-

ing the present condition of affairs and pecuniary embarrassments of the times; that accordingly certain arrangements has been agreed upon with the said Union Bank of Louisiana by her friends on her behalf, and that it is her wish and intention to carry into effect the said arrangements by means of this present act, which is to certain at full length the amount of her obligation, the mode and time of payment of the same, and the security given to cover and protect the full and punctual payment of said obligations and liabilities which she is about to contract and incur, as the whole will be hereinafter set forth. Now, in consideration of the premises, the said Jeanetta Kirkland, wishing to give some security to the said Union Bank of Louisiana for the payment of a sum of money which she acknowledges to have been loaned by the said institution to her said husband and to herself for the purpose of assisting them in their pecuniary matters and transactions, and for the particular purpose of paying a large amount of debts by herself due, and being desirous to carry into effect the arrangements recently agreed upon by her friends on her behalf as hereinbefore set forth, does hereby acknowledge herself indebted, jointly and in solido with her said husband Josiah S. Stafford, in favor of the said Union Bank of Louisiana in the sum of thirty thousand dollars, she, the said Jeanetta Kirkland, consenting to be liable for the payment of the obligation which the said Stephen E. Cuny executed in her name and that of her said husband, only to the amount and extent of the said sum of thirty thousand dollars, which she obligates and binds herself by these presents jointly and severally with her said husband to pay to the said Union Bank of Louisiana in the manner and at the time hereinafter set forth. And the said Jeanetta Kirkland, wife of the said Josiah S. Stafford, by him duly aided and authorized, declared that whereas the act of mortgage subscribed in her name and that of her said husband by Stephen E. Cuny to secure the sum of forty-five thousand dollars, was executed during her minority, and whereas she is willing and it is her intention to cure and do away with any defect, vice or informality which may exist in said mortgage, and which may thereby vitiate, impair, or put in jeopardy the rights and claims and privileges which the Union Bank of Louisiana expected to derive from said act of mortgage in return, and as a just compensation for the amount of money which was by said institution loaned and advanced honestly and in good faith. Now, therefore, for the purpose of securing to the said Union Bank of Louisiana the payment of the said sum of thirty thousand dollars, for which she has consented to be liable and become indebted, and also for the purpose of holding the said Union Bank of Louisiana harmless in consequence of the defect or vice hereinbefore pointed out, as invalidating the mortgage above recited, she, the said Jeanetta Kirkland, wife of the said Josiah S. Stafford, having now attained the age of majority, and avowing that she possesses the capacity to enter into any lawful contract or obligation with her said husband's consent and authorization, does by these presents, of her own free will and accord, and without any compulsion or coercion

of her said husband, not only approve, ratify and confirm, so far as the same may serve to secure the sum of thirty thousand dollars, the said mortgage passed before Adolphe Mazureau, Notary Public in the city of New Orleans, on the sixth day of June, 1837, in favor of the Union Bank of Louisiana, to secure the payment of forty-five thousand dollars, but she likewise binds herself by these presents, jointly and in solido with her said husband, in favor of the said Union Bank of Louisiana, for the full and entire payment of the said sum of thirty thousand dollars for which she now declares herself to be indebted, hereby consenting that in case of failure on the part of her said husband or herself to pay the said thirty thousand dollars, at the time and in the manner hereinafter set forth, then the said Union Bank of Louisiana shall be, and is hereby fully authorized, for the purpose of recovering the said thirty thousand dollars, to seize the said mortgaged plantation and slaves in whose hands soever the same may be found, and the same to cause to be sold according to law. And the said Josiah S. Stafford and his said wife, Jeanetta Kirkland, both declared that, with a view to quiet the said Union Bank of Louisiana, and place her security for the said sum of thirty thousand dollars beyond dispute and out of the reach of any future controversy, disturbance or litigation, they do hereby jointly and in solido confirm the said mortgage granted in their names by the said Stephen E. Cuny, on the sixth day of June eighteen hundred and thirty-seven as binding and obligatory upon them, jointly and severally to the amount and extent of the said sum of thirty thousand dollars; and whereas, it is their earnest wish to give full and positive assurance of their intention to secure amply and satisfactorily the said sum of thirty thousand dollars, and to furnish proof of their disposition to pay said debt, they, the said Josiah S. Stafford and Jeanetta Kirkland his wife, in addition to their above-expressed ratification of said original mortgage, do hereby jointly and severally mortgage and hypothecate, in favor of the said Union Bank of Louisiana, all the above-described land and slaves, it being well understood that the mortgage of the sixth day of June eighteen hundred and thirty-seven, granted by the said Stephen E. Cuny, and the present joint mortgage and obligation granted by themselves to secure the said sum of thirty thousand dollars, shall be considered as one mortgage, that the said mortgage of the sixth of June eighteen hundred and thirty-seven shall remain in full force and effect until the said sum of thirty thousand dollars is paid, and that no clause or stipulation herein contained shall be construed as operating a novation of the said original debt. The said Josiah S. Stafford and Jeanetta Kirkland hereby bind themselves not to sell, alienate, mortgage or deteriorate the property and slaves contained in this act as well as in the act of the sixth day of June eighteen hundred and thirty-seven to the prejudice of this mortgage; and hereby confessing judgment for the said sum of thirty thousand dollars, to be paid as hereinafter stipulated, according to the agreements upon which this act is based, the said Josiah S. Stafford and Jeanetta Kirkland his wife do hereby

jointly and in solido bind and obligate themselves to pay the said sum of thirty thousand dollars as follows, viz:—

From the first day of March eighteen hundred and forty-one, up to the first day of March eighteen hundred and forty-four, they engage to pay annually and regularly the interest on said sum of thirty thousand dollars at the rate of seven per cent. per annum; and from the first day of March eighteen hundred and forty-four up to the first March eighteen hundred and fifty-one, they promise and obligate themselves jointly and severally to pay the said sum of thirty thousand dollars in eight annual instalments with the interest thereon in advance, as follows; viz., 1st. On the first of March eighteen hundred and forty-four, they shall pay the sum of three thousand seven hundred and fifty dollars as the first instalment, together with the interest in advance on the remaining seven-eighths or instalments at the rate of seven per cent. per annum. 2d. On the first day of March eighteen hundred and forty-five, they shall pay the sum of three thousand seven hundred and fifty dollars as the second instalment, together with the interest in advance on the remaining six instalments at the rate of seven per cent. 3d. On the first day of March eighteen hundred and forty-six, they shall pay the sum of three thousand seven hundred and fifty dollars as the third instalment, together with the interest in advance on the remaining five instalments at the same rate of interest. 4th. On the first day of March eighteen hundred and forty-seven, they shall pay the sum of three thousand seven hundred and fifty dollars as the fourth instalment, together with the interest in advance on the remaining four instalments at the same rate of interest. 5. On the first of March eighteen hundred and forty-eight, they shall pay the sum of three thousand seven hundred and fifty dollars, as the fifth instalment, together with the interest in advance on the remaining three instalments, *together with the interest in advance on the remaining three instalments, at the same rate of interest.* 6th. On the first day of March eighteen hundred and forty-nine, they shall pay the sum of three thousand seven hundred and forty dollars as the sixth instalment, together with the interest in advance on the remaining two instalments at the same rate of interest. 7th. On the first of March eighteen hundred and fifty, they shall pay the sum of three thousand seven hundred and fifty dollars as the seventh instalment, together with the interest in advance on the remaining and last instalment at the same rate of interest. 8th. On the first of March eighteen hundred and fifty-one, they shall pay the sum of three thousand seven hundred and fifty dollars as the eighth and last instalment. It is understood and expressly agreed that the payments to be effected by the said *Joseph* S. Stafford and Jeanetta Kirkland his wife, or either of them, by virtue of and in compliance with the foregoing stipulations, shall be made at the banking-house of said Union Bank of Louisiana in New Orleans; and it is further understood and agreed that the mere failure on the part of the present mortgagors to pay any or either

3237

of said instalments or any or either of the amounts of interest to be paid as aforesaid, shall be sufficient cause to foreclose the said mortgage and enforce the payment thereof by such legal process as the nature of the case shall or may require; and the said Josiah S. Stafford and Jeanetta Kirkland his wife, acknowledging themselves satisfied with the terms and mode of payment above stipulated, have, for the purpose of more effectually carrying the same into effect, this day subscribed their joint obligation in favor of the said Union Bank of Louisiana, for the sum of thirty thousand dollars (30,000), payable in the manner and corresponding with the terms and conditions hereinbefore expressed, which said obligation has been countersigned by the undersigned in such manner to make it appear that the same is identified as well with this act as with the mortgage of the sixth of June, eighteen hundred and thirty-seven. And the parties hereto mutually agree that whereas the original obligation for forty-five thousand dollars is now acknowledged as valid, and contracted to be paid by the present mortgagors to the amount and extent of thirty thousand dollars only, and whereas, the terms of payment are now different from what they were at first, and the present obligation substituted in its place, with this understanding and express agreement and condition, that the payment of the present obligation for thirty thousand dollars is and remains secured by the clauses and stipulations of the said act of the 6th day of June, eighteen hundred and thirty-seven, which the said Josiah S. Stafford and wife have confirmed and acknowledged to be valid for thirty thousand dollars, and also by the clauses and stipulations of this act. And the said Josiah S. Stafford, now acting and stipulating for himself, and in his own individual name, declared that whereas, after deducting the said sum of thirty thousand dollars which he and his said wife Jeanetta Kirkland have agreed to pay jointly and severally as herein above set forth, there remains due to the said Union Bank of Louisiana the sum of nineteen thousand nine hundred and ninety-five dollars and eighty-two cents, being the balance due on the original bond signed in his name, and that of his wife, by Stephen E. Cuny aforesaid, together with the arrears of interest calculated up to the first day of March, eighteen hundred and forty-one, for which sum the said Union Bank of Louisiana has no security whatever, in consequence of the original mortgage and obligation aforesaid, executed and signed in his name, and that of his wife, by said Stephen E. Cuny for forty-five thousand dollars, being now by himself and his said wife jointly admitted and declared to be valid only for the sum of thirty thousand dollars; and whereas he is desirous, as a man of honor, to meet his engagements, and pay his just and lawful debts: now, therefore, he, the said Josiah S. Stafford, does by these presents acknowledge himself to be indebted to the said Union Bank of Louisiana in the sum of nineteen thousand nine hundred and ninety-five dollars and eighty-two cents, which sum he binds and obligates himself to pay in two equal instalments at nine and ten years from the date hereof, with

interest at seven per cent. per annum from date, until final payment, for which purpose he has this day subscribed two promissory notes to the order of the cashier of the Union Bank of Louisiana, each for the sum of nine thousand nine hundred and ninety-seven dollars and ninety-one cents, payable at the banking-house of the said Union Bank of Louisiana in the city of New Orleans, respectively at nine and ten years after date, with interest on each note at the rate of seven per cent. per annum from date until final payment. The said notes have been signed by the said Josiah Seth Stafford in presence of the undersigned parish Judge, who has affixed his own name to the said notes as witness to the signature of said maker.

And it is further agreed between the said Union Bank of Louisiana and the said Jeanetta Stafford, wife of the said Josiah S. Stafford, that so soon as she shall be legally separated in property, and shall acquire title to the land lying in the rear of the tract bought by Mrs. E. Stafford, at the sale of the succession of Leroy Stafford, and sold by her to Josiah S. Stafford, and which is in the original mortgage to the bank, she shall have the right of substituting the same in a new act of mortgage to the said Union Bank of Louisiana, in lieu and place of the land now mortgaged to it, lying in the rear of the land of Mrs. E. S. Stafford and Hetherwick, the said bank engaging to receive said substitution, and to release its liens of mortgage on the lands lying in the rear of those of Hetherwick and Mrs. E. S. Stafford. And the said Mrs. Jeanetta Stafford further agrees, undertakes, and engages, that so soon as she shall be separated in property, so that she can acquire title in her own right, that she will obtain from Isaac Thomas title to such of the forty-eight slaves bought by him at the suit of the Canal Bank against Josiah S. Stafford as shall then be living, and that she will mortgage them to said Union Bank of Louisiana as a further and additional security for the payment of said sum of thirty thousand dollars, with interest as before stipulated. As a certificate of mortgage will accompany a certified copy of this act, when the same will go to the Union Bank of Louisiana, for the inspection of that institution before it accepts, none is herein inserted—the parties signing hereto waiving and dispensing with the production of or mention herein of any.

And now to this act came and intervened for himself, and as executor of Micah P. Flint, dec'd, Isaac Thomas, a resident of the parish of Rapides, State of Louisiana, who, after taking cognizance of what is above written, declared that whereas, by an act passed before John H. Johnston, parish Judge in and for the parish of Rapides, on the ninth day of June, A. D. 1836, Josiah S. Stafford did mortgage in favor of him, and Micah P. Flint, a portion of the above-described property, to secure them from liability as his endorsers, to about the sum of thirty-six thousand dollars, or upwards, and which act is of record in the office of the parish Judge of Rapides, on said 9th day of June, A. D. 1836, and whereas, on the 22d day of April, A. D. 1837, by an act passed before John H. Johnston,

parish Judge of Rapides, and which act is of record in the office of the parish Judge of Rapides, on said 22d April, 1837, the said Josiah S. Stafford, did mortgage in favor of the said Isaac Thomas and Micah P. Flint, all the above-described land and negroes, and other property to secure them (Thomas and Flint), against their liabilities for him (Stafford), as his endorsers to about the sum of one hundred thousand dollars. Now, said Isaac Thomas declared that he was willing and does hereby release and discharge the above-described mortgages for himself and as executor of Micah P. Flint, dec'd, and the acts are herein particularly referred to, so far as to give priority and preference over them to the mortgage hereby made to the Union Bank of Louisiana, and so far as to give priority and preference over the same to the mortgage by the said Stafford and wife, by their attorney in fact, Stephen Edmund Cuny, heretofore made in favor of the Union Bank of Louisiana, on the sixth day of June, A. D. 1837, by act passed before Adolphe Mazureau, a Notary Public of the city of New Orleans, and which said act is hereinbefore specially referred to, *he*, the said Thomas, for himself and as executor of M. P. Flint, dec'd, hereby consenting to postpone in favor of the said corporation, all his rights of mortgage on said property—the said Bank of Louisiana having precedence and priority by his declaration over his and the rights of M. P. Flint, dec'd, accruing from the mortgages above referred to, made by the said Stafford in his favor and the said M. P. Flint. The waiver and postponement by the said Thomas, however, being made without prejudice to the rights acquired by him on a portion (about forty-eight in number) of the above-named slaves at a sheriff's sale of the property of the said Stafford and wife, made at the instance and suit of the New Orleans Canal and Banking Company, on the eighth day of August last (1840).

In testimony whereof, the said Josiah S. Stafford and the said Mrs. Jeanetta Stafford, authorized by the said J. S. Stafford and the said Isaac Thomas for himself, and as executor of M. P. Flint, have hereunto signed their names, at Parish of Rapides, in presence of George Jones and G. E. French, competent witnesses, on this twenty-second day of May, in the year of our Lord eighteen hundred and forty-one.

J. S. STAFFORD,
JEANETTA STAFFORD.
I. THOMAS,
For himself and as Executor of M. P. Flint.

Witnesses,
GEO. JONES,
G. E. FRENCH.

Done and passed before me.

GEORGE. R. WATERS,
Parish Judge.

And now the said Mrs. Jeanetta Stafford, authorized by her hus-

band, the said Josiah S. Stafford, declared that in becoming a party to the foregoing act, it is her wish and intention to release, for the purposes therein stipulated, in favor of the Union Bank of Louisiana, and she does of her own free will and accord release in favor of the said corporation all her rights, claims, and privileges which she may have in the property in said act described, for the security of her matrimonial, dotal, paraphernal, or other rights, whether resulting from her marriage with the said J. S. Stafford or otherwise. Whereupon I, the said judge, did inform the said Mrs. Jeanetta Stafford, out of the presence and hearing and apart from her said husband, that she had a legal mortgage on the property of her said husband. First—for the restitution of her dowry, and the reinvestment of the dotal property sold by her said husband, and which she brought in marriage, reckoning from the day of the celebration thereof. Secondly—for the restitution and reinvestment of the dotal property by her acquired since her marriage, by donation or succession, reckoning from the day the donation was perfected or the succession opened. Thirdly—for nuptial presents. Fourthly—for debts contracted by her with her said husband; and fifthly—for the amount of her paraphernal property alienated by her, and received by her said husband. And the said Mrs. Jeanetta Stafford did thereupon declare that she was well acquainted with the nature and extent of her matrimonial, dotal, paraphernal, and other rights thus *thus* secured to her by law on the property of her said husband, and that, nevertheless, she persisted in her intention of renouncing not only all the rights, claims, and privileges hereinbefore enumerated, but all others of any nature and kind whatsoever, to which she may be entitled by any laws which now are or may heretofore have been in force in the State of Louisiana; and the said Josiah S. Stafford being now present aiding and authorizing his said wife, she did again declare that she does by these presents make a formal renunciation of her matrimonial, paraphernal, dotal, and other rights in favor of the Union Bank of Louisiana, for the purposes in the foregoing act stipulated, binding herself and her heirs at all times to sustain and acknowledge the full force and validity of these presents.

In testimony whereof, the said Mrs. Jeanetta Stafford. authorized by her husband, Josiah S. Stafford, and J. S. Stafford, hereto sign their names, on this twenty-second day of May, eighteen hundred and forty-one, at the Parish of Rapides.

JEANETTA STAFFORD,
J. S. STAFFORD.

Witnesses,

GEORGE JONES,
G. E. FRENCH.

Done and passed before me.

GEORGE R. WATERS,
Parish Judge.

I certify the foregoing to be a true copy of the original act of mortgage on file and of record in my office.

Given under my hand and seal of office as Parish Judge, in and for the Parish of Rapides, this tenth day of June, A. D. eighteen hundred and forty-one.

[SEAL.] GEORGE. R. WATERS,
Parish Judge.

Acceptance of Mortgage.

Before me, Adolphe Mazureau, a notary public in and for the Parish of Orleans and city of New Orleans, State of Louisiana, duly commissioned and sworn, and in presence of the witnesses hereinafter named and undersigned—Personally appeared Christopher Adams, Junior, Esquire, of this city, president of the Union Bank of Louisiana, and herein acting in his capacity as such, who declared that, having taken cognizance of a certain act (a duly certified copy whereof was here exhibited to me, notary) executed before George Richard Waters, Parish judge and ex-officio notary public in and for the Parish of Rapides in this State, on the twenty-second day of May eighteen hundred and forty-one, purporting mortgage in favor of said Union Bank of Louisiana, granted by Josiah Seth Stafford and Mistress Jeanetta Kirkland his wife, both of said Parish of Rapides jointly and severally, the said Jeanetta Kirkland being by her said husband duly aided and authorized for the purpose of securing the sum of thirty thousand dollars; the said act also purporting ratification and confirmation to the extent and amount of thirty thousand dollars of a certain mortgage executed by said Josiah Seth Stafford and Jeanetta Kirkland his wife, by their attorney Stephen Edmund Cuny, before the undersigned notary on the sixth day of June eighteen hundred and thirty-seven, in favor of said Union Bank of Louisiana, for security of the sum of forty-five thousand dollars, the amount of a loan of money to the said mortgagers made by the said bank: the mortgagers affecting certain tracts of land and slaves in the said Parish of Rapides, and fully described and enumerated; and the said act of the twenty-second day of May, eighteen hundred and forty-one, containing divers clauses, conditions, stipulations and agreements; of all which, and also of the renunciation by the said Mrs. Jeanetta Kirkland by her said husband Josiah Seth Stafford, duly authorized, of all her matrimonial, dotal, paraphernal, and other rights and privileges upon the said lands and slaves, the said Christopher Adams, president aforesaid, hath taken cognizance.

Now he, the said Christopher Adams, junior, president aforesaid, doth hereby, on behalf of the said Union Bank of Louisiana, accept the said act of mortgage on the twenty-second day of May, eighteen hundred and forty-one, with all the clauses, conditions, stipulations and agreements therein contained, and also the said renunciation by Mrs. Jeanetta Kirkland of all her rights aforesaid, without exception or reserve.

Done and passed in my office at the city of New Orleans aforesaid, on this first day of July, eighteen hundred and forty-one, in presence of John Cragg and George A. Jenkins, competent witnesses, who have signed these presents with the said appearer, and me the notary after reading the whole.

(Signed) C. ADAMS, *Jr, Pres't.*
J. CRAGG.
GEORGE A. JENKINS.

A. MAZUREAU,
Notary Public.

I certify the above to be a true copy of the original.
[L. S.] A. MAZUREAU,
Notary Public.

NEW ORLEANS, *January 2d*, 1843.

Order for Seizure and Sale.

UNION BANK OF LOUISIANA
vs.
J. S. STAFFORD AND WIFE.

In this case, by reason of the law and evidence and the authentic documents filed herewith, it is ordered, adjudged and decreed that a writ of seizure and sale issue against the lands and slaves described in the copy of the act of mortgage, passed before the honorable George R. Waters, upon the 22d day of May, A. D. 1841, which was made a part of the petition, and that they be seized and sold in *whosoever* hands found after the usual notices and advertisements to pay and satisfy the sum of *thirty thousand dollars*, with seven per centum per annum interest, from the 1st day of March, 1841, until paid, and the costs of notarial copies and the costs of this proceeding, and let due notices issue to the defendants, Stafford and wife, as required by law.

Signed at Chambers this 22d day of April, 1843.

GEORGE R. KING,
Judge 5th District.

Filed April 24th, 1843.

M. R. ARIAIL,
Deputy Clerk.

Notice of Seizure.

The State of Louisiana to Josiah Seth Stafford and his wife Jeanetta Kirkland, of the parish of Rapides, greeting:

Whereas, a writ of seizure and sale hath been directed to issue by the honorable the District Court of the parish of Rapides, at the instance of the Union Bank of Louisiana, against the following described property, to wit: a certain tract or parcel of land situated in the said parish of Rapides on the right bank of the Bayou Boeuf descending,

bounded above by lands now owned by Mrs. Stafford, widow of Leroy Stafford, and below by the town of Cheneyville, being the cotton plantation purchased by the said Josiah Seth Stafford from Mrs. Elizabeth S. Stafford, by deed of record in the office of the parish Judge of Rapides, and containing the quantity of nine hundred and twenty-six acres; also another tract of land situated in the rear of and adjoining the above-described, being the section number twelve in township No. one, south of range number one east, containing the quantity of five hundred and forty-one $\frac{30}{100}$ acres; also one other tract of land adjoining that last described, being the east half of the south-west quarter and east half of section number thirteen, in township number one, south of range number one east, containing the quantity of three hundred and thirty-eight $\frac{5}{100}$ acres—both said tracts being purchased by the said Stafford from the government of the United States; also one other tract or parcel of land, being the east and west half of the south-east quarter of section number one in township number one, south of range number one east, containing the quantity of one hundred and one $\frac{24}{100}$ acres, being the same tract purchased by the said Stafford from John M. Jewell by an act executed before the parish Judge of the parish of St. Landry, together with all the buildings and improvements which exist upon the said tracts of land, implements of husbandry, horses, cattle and all things thereto belonging, or in any wise appertaining. Second. The following named and described slaves, viz: Little Ben, aged about 20 years; William, about ; Friday, 24; Bob Davenport, 21; Sam McClure, 28; Peter, 33; Louis Blacksmith, 29; Paul, 36; Jacob, 40; Jack, 37; Alonzo, 26; Perry, 16; Sam Rogers, 32; Little Sam, 17; Jim, 16; Pierre, 18; Stephen, 17; Austin, 18; Little Lewis, 16; George Lee, 20; Edmund Bell, 28; William, 24; Levi, 17; Ben McClure, 14; Britton, 23; Frank, 19; Zachariah Carpenter, 31; Ned, 16; Phillip, 55; Jerry, 50; Blaize, 50; Alfred, 17; Albert, 15; Wallace, 17; Henry, 30; Lewis Rogers, 35; Tom, 17; George, 13; Dublin, 28; Maria, 35, and her two children, Louisa and Eliza; Cloe, 25; Charlotte, 7, and Patsey 5; Fanny, 36, and her child Amanda, 4; Big Jane, 37; her three children, Margaret 10, Manuel 8, and Washington 2 years old; Harriet, 24; her child Philip, 11; Vicey, 26, and her two children, Peg 6, and John Dixon 1; Hensy, 19, and her child Charles, 9 months old; Clarissa, 21; Amy, 19, and her child Aaron, 8 months old; Jane, 18, and her child Harriet 6 months; Jenny, 50; Charlotte, 17; Mary, 31, and her two children, Juliet 10, and Mary 3 years; Halense, 27, and her two children, Nannette 11, and Mary Ann 5; Caroline, 20; Mary Hare, 18; Big Mary, 36; Sally, 16; Pleasant, 16; Violet, 17; Hester, 34; Big Charlotte, 29; America, 21; Elvira, 18; Minerva, 16; Cynthia, 38; Minty, 15; Judy, 22, and her two children, Maria 3 and Tom nine months; Maria Johnson, 19 years, her child Lavinia, 7 months; Dalphin, 18, her child Limas, 6 months; Charity, 40; Venus, 17; Louisa, 15; Sarah, 12; Benc, 36; Bob, 21; Dick, 17; Nancy, 15; Benk, 15; Solomon 10, and Richard about 8,

being in number one hundred and two, all slaves for life, employed on the aforesaid plantation, together with all the increase of said slaves, to satisfy and pay the sum of thirty thousand dollars, with seven per centum per annum interest thereon from March 1st, 1841, until paid, and the costs of this proceeding due and owing by you to the said Union Bank of Louisiana, for which said sum and interest a mortgage bearing date the 22d May, 1841, exists on the above-described property.

Therefore you are hereby notified that unless the said sum of $30,000 with interest as aforesaid, and the costs of this proceeding, be paid within five days from the service hereof, a writ of seizure and sale will issue according to law.

By order of the court, the 25th day of April, A. D. 1843.

[SEAL.] M. R. ARIAIL,
Deputy Clerk.

Received, Wednesday, April 26th, 1843, and on Friday, the 28th same month and year, duly served the copies of this notice, by giving to Josiah Seth Stafford, in person, the one directed to himself, and also the one directed to Jeanetta Kirkland, wife of said Stafford.

C. F. LEWIS,
Deputy Sheriff.

Filed, May 1st, 1843.

C. V. LEDOUX,
Clerk.

Writ of Seizure and Sale.

THE STATE OF LOUISIANA,

To the Sheriff of the parish of Rapides, greeting:

Whereas a writ of seizure and sale hath been directed to issue by the hon. the District Court of the parish of Rapides, in favor of the Union Bank of Louisiana, against the following described property, to wit: A certain tract or parcel of land situated in the said parish of Rapides, on the right bank of the Bayou Bœuf, descending, bounded by lands now owned by Mrs. Stafford, widow of Leroy Stafford, and below the town of Cheneyville, being the cotton plantation purchased by the said Josiah Seth Stafford from Mrs. Elizabeth Stafford, by deed of record in the office of the parish judge of Rapides, and containing the quantity of nine hundred and twenty acres. Also another tract of land, situated in the rear of and adjoining the above-described, being the section number twelve in township No. one, south of range No. one east, containing the quantity of five hundred and forty-one $\frac{30}{100}$ acres. Also one other tract of land, adjoining that last described, being the east half of the south-west quarter, and east half of section number thirteen, in township number one, south of range number one east, containing

3223.

the quantity of three hundred and thirty-eight $\frac{5}{100}$ acres, both said tracts being purchased by the said Stafford from the government of the United States. Also one other tract or parcel of land, being the east and west half of the south-east quarter of section No. one, in township number one, south of range number one east, containing the quantity of one hundred and one $\frac{24}{100}$ acres, being the same tract purchased by the said Stafford from John M. Jewell, by an act executed before the parish judge of St. Landry, together with all the buildings and improvements which exist upon the said tracts of land, implements of husbandry, horses, cattle, and all things thereto belonging or in anywise appertaining. Second. The following named and described slaves, viz.: Little Ben, aged about 20 years; William, about ; Friday, 24; Bob Davenport, 21; Sam McClure, 28; Peter, 35; Lewis Blacksmith, 29; Paul, 36; Jacob, 40; Jack, 37; Alonzo, 26; Perry, 16; Sam Rogers, 32; Little Sam, 17; Jim, 16; Prince, 18; Stephen, 17; Austin, 18; Little Lewis, 16; George Lee, 20; Edmund Bell, 28; William, 24; Levi, 17; Ben McClure, 14; Britton, 23; Frank, 19; Zachariah Carpenter, 31; Ned, 16; Phillip, 55; Jerry, 50; Blaize, 50; Alfred, 17; Alfred, 13; Wallace, 17; Henry, 30; Lewis Rogers, 35; Tom, 17; George, 13; Dublin, 28; Maria, 35; and her two children, Louisa and Eliza; Cloe, 25; Charlotte, 7; and Patsey, 5; Fanny, 36, and her child, Amanda, 4; Big Jane, 37; her three children, Margaret 10, Manuel 8, and Washington 2 years old; Harriet, 24; her child, Philip, 11; Vicey, 26, and her two children, Peggy 6, and John Dixon 1; Henney, 19, and her child, Charles, 9 months old; Clarissa, 21; Amy, 19, and her child, Aaron, 8 months old; Jane, 18, and her child, Harriet, 6 months; Jenny, 50; Charlotte, 17; Mary, 31, and her two children, Juliet 10, and Mary 3 years; Halense 27, and her two children, Nannette 11, and Mary Ann 5; Caroline, 20; Mary Hare, 18; Big Mary, 36; Sally, 16; Pleasant, 16; Violet, 17; Hester, 34; Big Charlotte, 29; America, 21; Elvira, 18; Minerva, 16; Cynthia, 38; Minty, 15; Judy, 22, and her two children, Maria 3, and Tom 9 months; Maria Johnson, 19 years; her child, Lavinia, 7 months; Dalphin, 18; her child, Limas, 6 months; Charity, 40; Venus, 17; Louisa, 15; Sarah, 12; Benc, 36; Bob, 21; Dick, 17; Nancy, 15; Benk, 15; Solomon, 10; and Richard, about 8, being in number one hundred and two, all slaves for life, together with all the increase of said slaves, to satisfy and pay the sum of thirty thousand dollars, with seven per centum per annum interest thereon, from March 1st, 1841, until paid, and the costs of this proceeding, due and owing by Josiah S. Stafford, and his wife, Jeanetta Stafford, to the said Union Bank of Louisiana, for which sum and interest a mortgage, bearing date the 22d May, 1841, exists on the above-described property.

Therefore you are hereby commanded, in the name of the State of Louisiana and of the court aforesaid, to seize and sell, according to law, the above-described property to satisfy the aforesaid sum, in-

terest, costs of notarial copies, and the costs of this proceeding, and make return hereof within seventy days.

Witness the honorable HENRY BOYCE, Judge of the said court, the 8th day of May, A. D. 1843.

[L. S.] M. R. ARIAIL,
Deputy Clerk.

Sheriff's Return.

Received, Monday, May 8th, 1843, and on Monday the 15th day of May, 1843, duly executed this writ, by seizing all the right, title and interest of Josiah Seth Stafford and Jeanetta Stafford in and to the following described property, to wit: A certain tract or parcel of land situate, lying and being in the Parish of Rapides, on the right bank of Bayou Boeuf descending, bounded above by land now owned by Mrs. Stafford, widow of Leroy Stafford, and below by the town of Cheneyville, containing 926 acres; also another tract of land situated in the rear of and adjoining the above described, being sec. No. 12 in township No. 1, south of range No. 1 east, containing 541 $\frac{30}{100}$ acres; also another tract adjoining that east described, being the east half of the S. W. qr., and east half of section No. 13, in township No. 1, south of range No. 1 east, containing 338 $\frac{05}{100}$ acres; also one other tract, being the east and west half of the south-east qr. of sec. No. 1, in township No. 1, south of range No. 1 east, containing 101 $\frac{24}{100}$ acres, together with all the buildings and improvements which exist upon the said tracts of land, implements of husbandry, horses, cattle, and all things thereunto belonging, or in anywise appertaining, together with the following described slaves, together with their increase since 21st day of June, 1837, to wit: Little Ben, aged about 20 years; Friday, 24; Bob Davenport, 21; Sam M'Clure, 28; Peter, 33; Lewis Blacksmith, 29; Paul, 36; Jacob, 40; Jack, 37; Perry, 16; Little Sam 17; Jim, 16; Prince, 18; Little Lewis, 16; William, 24; Zachariah Carpenter, 30; Ned, 16; Philip, 55; Blaize, 50; Alfred, 17; Alfred, 15; Lewis Rogers, 35; George B. Dublin, 28; Maria, 35, and two children, Louisa and Eliza, Charlotte 7, and Patsy 5, children of Cloe; Amanda 4, child of Fanny; Big Jane, 37, and three children, Margaret 10, Manuel 8, and Washington 2; Harriet, 24, and child Philip, 11; John Dixon, 1, child of Vicey; Henny 19, and child, Charles, 9 months; Clarissa, 21; Anny, 19, and child, Aaron, 8 months; Jane, 18, and child, Harriet, 6 months; Jenny, 50; Charlotte, 17; Mary, 31, and two children, Juliet 10, and Mary 3; Halense, 27, and two children, Nannette, 11, Mary Ann, 5; Caroline, 20; Sally, 16; Elvira, 18; Minerva, 16; Tom, 9 months, child of Judy; Lavinia, 7 months, child of Maria Johnson; Dalphin, 18; and child Limas, 6 months; Louisa, 15; Sarah, 12; Benk, 15; Solomon, 10; and Rachel, 8 years old. There were also other slaves seized as set forth in the notice of seizure, which were dead or were released on the day of sale, and duly served notice of seizure on the parties defendant, viz., Josiah Seth

Stafford and his wife Jeanetta Stafford, Monday, the 22d day of May, 1843, duly advertised said property in three public places in the parish to be sold at the residence of the defendants near Chenyville, on Saturday the first day of July, 1843, for cash, with the benefit of appraisements; at which time I repaired by deputy to the place of sale aforesaid, and after having said property appraised, duly offered the same for sale, when two-thirds of the appraised value of said property not having been bid, it was readvertised in three public places in the parish, to be sold at the place aforesaid, on Saturday the 4th day of November, 1843, on twelve months credit, being the second and last exposure. The purchaser to give bond and security and the property remaining mortgaged. And not having time sufficient to conclude this sale (with others) on the day aforesaid, the same was adjourned unto Monday the 6th day of November, 1843, when I repaired to the residence before stated, and proceeded to cry said property for sale after first reading in an audible voice the notice setting forth the nature and description of the property, and also reading in an audible voice the certificate of the parish judge of the Parish of Rapides, which I obtained for the purpose of showing the liens existing on said property, making known the same would be sold subject to all privileges and hypothecations of whatsoever kind the same may be burthened; and also making known that no bid would be taken unless it be over and above the special mortgages (if any should exist on the property) having preference over the seizing creditor, the purchaser retaining the amount in his own hands to meet the same, when on said conditions William M. Stafford became the purchaser thereof for the price and sum of thirty-six thousand and fifty-one and $\frac{92}{100}$ dollars, being debt, interest and costs of the seizing creditor; and having executed his twelve months bond for the sum of thirty-six thousand and thirty-nine $\frac{48}{100}$ dollars, without security by consent of plaintiff's attorney, bearing interest at seven per cent. per annum, and the surplus of the bid of twelve $\frac{44}{100}$ dollars has been receipted for. Conveyance made accordingly.

WM. R. LECKIE,
Sheriff.

Filed, November 19th, 1843.

W. R. ARIAIL,
Deputy Clerk.

Alexandria, November 11, 1843.

I hereby waive the necessity of the requisite number of advertisements on behalf of myself and wife, agreeing that one advertisement shall be sufficient.

J. S. STAFFORD.

May 15th, 1843.

Twelve Months' Bond.

Whereas, on this sixth day of November, in the year of our Lord one thousand eight hundred and forty-three, William R. Leckie, sheriff of the Parish of Rapides, by virtue of an order of seizure and sale issued out of the sixth district court, in and for the Parish of Rapides, to him directed against Josiah S. Stafford and wife, and certain mortgaged property therein set forth at the suit of the Union Bank of Louisiana, did seize and proceed to sell according to law (being the second and last exposure), at twelve months' credit, the purchaser giving bond and security, and paying interest on the purchase money, at the rate of seven per centum per annum from the date hereof until paid, and the property remaining mortgaged until perfect payment, the following described property, to wit: A certain tract or parcel of land situated, being in the Parish of Rapides, on the right bank of Bayou Boeuf descending; bounded above by land now owned by Mrs. Stafford, widow of Leroy Stafford, and below by the town of Cheneyville, containing 926 acres. Also another tract of land situated in the rear of and adjoining the above described, being section number 12, in township No. 1, south of range No. 1 east, containing $541\frac{30}{100}$ acres; also another tract adjoining that last described, being the east half of the S. W. qr., and east half of section number 13, in township No. 1, south of range No. 1 east, containing $338\frac{05}{100}$ acres; also another tract, being the east west half of the south-east quarter of section No. 1, in township No. 1, south of range No. 1 east, containing $101\frac{24}{100}$ acres, together with all the buildings and improvements which exist upon the said tracts of land, implements of husbandry, horses, cattle, and all things thereunto belonging or in anywise appertaining. Together with the following described slaves, together with their increase since 21st day of June, 1837, to wit: Little Ben, aged about 20 years; Friday, 24; Bob Davenport, 21; Sam McClure, 28; Peter, 33; Lewis Blacksmith, 29; Paul, 36; Jacob, 40; Jacob, 37; Perry, 16; Little Sam, 17; Jim, 16; Irene, 18; Little Lewis, 16; William, 24; Zachariah Carpenter, 31; Ned, 16; Phillip, 55; Blaize, 50; Alfred, 17; Alfred, 15; Lewis Rodgers, 35; George, 13; Dublin, 28; Maria, 36, and two children, Louisa and Eliza; Charlotte 7, and Peter 5, children of Cloe; Amanda, 4, child of Fanny; Big Jane, 37; and three children, Margaret 10, Manuel 8, and Washington 2; Harriet, 24, and child Phillip, 11; John Dixon, 1, child of Vicey; Henny, 19, and child Charles, 9 months; Clarissa, 21; Amy, 19; and child Aaron, 8 months; Jane, 18, and child Harriet, 6 months; Jenny, 50; Charlotte, 17; Mary, 31, and two children, Juliet 10, Mary 3; Halense, 27, and two children, Nannette 11, and Mary Ann 5; Caroline, 20; Sally, 16; Elvira, 18; Manerva, 16; Tom, 9 months, child of Judy; Lavinia, 7 months, child of Maria Johnson; Delphy, 18, and child Limas, 6 months; Louisa, 15; Sarah, 12; Benk, 15; Solomon, 10; and

Rachel, 8. Whereon said conditions William M. Stafford became the purchaser thereof for the sum of thirty-six thousand and thirty-nine dollars and forty-eight cents.

Now, therefore, know all men by these presents, that in compliance with law, the said Wm. M. Stafford acknowledges to owe, and does by these presents promise and bind himself to pay to the president, directors and company of the Union Bank of Louisiana, their heirs and assigns, the sum of thirty-six thousand and thirty-nine $\frac{48}{100}$ dollars, with interest thereon at seven per centum per annum from the date hereof until paid; and with further compliance with the requisitions of the law, the said William M. Stafford acknowledges that the said property is mortgaged and hypothecated to the president and directors of the Union Bank of Louisiana, their heir and assigns, to secure the payment of said sum, interest and costs.

The condition of the above obligation is such that if the said bound William M. Stafford shall well and truly pay, or cause to be paid to the said Union Bank of Louisiana, their heirs and assigns, on or before the sixth day of November eighteen hundred and forty-four, the said sum and interest thereon, then the above obligation to be null and void, otherwise to have the force and effect of a judgment at law.

In testimony whereof the said obligor has hereunto subscribed his name at the town of Alexandria, the day and year above written.

CHAS. S. LECKIE,
W. M. STAFFORD,
Witnesses.

This bond is taken for twelve $\frac{43}{100}$ dollars less than the bid made by W. H. Stafford, being error in costs.

WM. R. LECKIE,
Sheriff.

Filed February 5th, 1845.

M. R. ARIAIL,
Deputy Clerk.

This bond is entitled to a credit of sixteen hundred dollars on the 23d January, 1844, as per receipt of note *clerk* of Union Bank of that date exhibited to us.

BRENT AND OGDEN.

Alexandria, January 31st, 1844.

A true copy of the original.

M. R. ARIAIL,
Deputy Clerk.

Clerk's office, District Court, the 3d March, 1847.

Received the original bond, March 3d, 1847.

BRENT AND OGDEN,
Attorneys.

Execution on Twelve Months' Bond.

STATE OF LOUISIANA,
Sixth Judicial District Court, Parish of Rapides.

The State of Louisiana to the Sheriff of the Parish of Rapides, greeting:

Whereas, on the sixth day of November eighteen hundred and forty-three, William M. Stafford executed in favor of the Union Bank of Louisiana a twelve months' bond for the sum of thirty-six thousand and thirty-nine dollars and forty-eight cents, with seven per centum per annum interest from the date thereof until paid, being the amount of the purchase money of certain property sold by virtue of a writ of fieri facias from this court in the above-entitled suit, which bond is entitled to a credit of sixteen hundred dollars on the 23d January, 1844.

Therefore you are hereby commanded, in the name of the State of Louisiana and of the said court, to seize the property, real and personal, rights and credits, of the said W. M. Stafford, and to sell them for cash according to law to satisfy said bond as well as the costs of this proceeding, and make return hereof within seventy days.

Witness the Hon. HENRY BOYCE, Judge, this 5th day of February, 1845.

[SEAL.] M. R. ARIAIL,
Deputy Clerk.

Sheriff's Return.

Received February 5th, 1845. By virtue of this writ, I seized all the right, title and interest of Wm. M. Stafford in and to the following property, to wit: A certain tract or parcel of land situate, lying and being in the Parish of Rapides, on the right bank of Bayou Bœuf in descending, bounded above by lands now owned by Mrs. Stafford, widow of Leroy Stafford, and below by the town of Cheneyville, containing 926 acres, with the buildings and improvements thereon, implements of husbandry, horses and cattle, the corn and fodder, and all things thereunto belonging or in anywise appertaining; and after gving notice of seizure, and the time prescribed by law having elapsed, said property was duly advertised according to law for sale, to take place at the plantation of Wm. M. Stafford, near Cheneyville, on Saturday, the fifth day of April, 1845, for cash, without regard to appraisement (the writ issuing on a twelve months' bond), at which time and place I proceeded to cry said property for sale, first reading in an audible voice the notice declaring the nature and description of the property, also reading in an audible voice the certificate of the parish judge of the Parish of Rapides, which I obtained for the purpose of showing the liens existing on said property, having declared that the same would be sold subject to all liens and hypothecations of whatsoever kind the same may be burthened, which certi-

3245.

ficate bears date 5th April, 1845. When, on said terms and conditions, the Union Bank of Louisiana, by her attorney, O. N. Ogden, Esq., became the purchaser of the real estate, farming utensils and cattle, for the price and sum of one thousand dollars; 2200 barrels of corn, and 9 stacks of fodder were offered in parcels, and sold to persons, and produced the sum of——— conveyance made for the real estate accordingly. And on the 15th March, 1845, I made a further seizure in this case of all the right, title and interest of Wm. M. Stafford in and to the following property, to wit: A certain tract or parcel of land situate, lying and being in the Parish of Rapides, bounded above by lands of Mrs. E. S. Stafford, and below by lands of G. W. Cheney, containing the quantity of 620 acres more or less, acquired by George R. Waters on the 7th Nov. 1843, and being in the rear of another tract of 926 acres, which is on the right bank of Bayou Bœuf descending, and bound above by lands now owned by Mrs. E. S. Stafford, widow of Leroy Stafford, and below by the town of Cheneyville and land of George W. Cheney; and after giving notice of seizure, and the time required by law having elapsed, said property was duly advertised in three public places in the parish for sale, to take place at the court-house in the town of Alexandria on Saturday, the 7th day of June, 1845, for cash, without regard to appraisement (this writ issuing on a 12 months' bond), at which time and place I proceeded to cry said property for sale, first reading in an audible voice the notice declaring the nature and description of the property offered, also reading in an audible voice the certificate of the parish judge of the parish of Rapides, which I obtained for the purpose of showing the liens existing on said property, having declared that the same would be sold subject to all liens and hypothecations of whatsoever kind the same may be burthened, which certificate bears date the 7th June, 1845, when, on said terms and conditions, the Union Bank of Louisiana, by her attorney, O. N. Ogden, Esq., became the purchaser thereof for the price and sum of one hundred dollars over and above the mortgage in favor of George R. Waters, which is credited on this writ. Conveyance made accordingly.

WM. R. LECKIE,
Sheriff.

Clerk's Office,

DISTRICT COURT, PARISH OF RAPIDES.

I certify the foregoing thirty-five pages to contain a true and perfect copy of the record, documents and proceedings of the suit entitled "Union Bank of Louisiana vs. J. S. Stafford and Wife," No. 2055 of the docket, on file in this office.

Witness my hand and the seal of said court, at Alexandria, this 21st day of March, A. D. 1848.

[SEAL.] JOSIAH HALE,
Clerk.

I, Ralph Cushman, Judge of the thirteenth judicial district of the State of Louisiana, embracing the parish of Rapides, do certify that Josiah Hale, whose signature appears to the foregoing certificate, is and was at the time of signing the same clerk of the District Court in and for the parish of Rapides, duly commissioned and qualified, and that the foregoing certificate of the said Josiah Hale is in due form.

In testimony whereof, I have hereunto subscribed my name this 23d day of March, 1848.

RALPH CUSHMAN,
Judge of the 13th judicial district, La.

We waive any obligation as to the authentication of the foregoing record.

ALLEN AND HALE,
Solicitors for the Union Bank.

Exhibit No. 8.

REPUBLIC OF TEXAS,
County of Austin.

Know all men by these presents, that I, Wm. M. Stafford, for and in consideration of nine leagues of land this day conveyed to me (and estimated to be worth the sum of thirty thousand dollars) by James Alexander McWaters, trustee for Jeanetta Stafford and her heirs, that may be living at her death, I, the said W. M. Stafford, have this day given, granted, bargained and sold, and do by these presents give, grant, bargain, and sell unto the said James Alx'r McWaters, trustee as aforesaid, the following slaves, together with their future increase, viz., Ben Coleman, aged fifty-two years; Alabama Ben, aged eighteen years; Lewis Chub, aged thirty-seven years; Little Lewis, aged twenty years; Sam Friday, aged twenty years; Sam, aged thirty-eight; Bob Davenport, aged twenty-five; Bob, aged thirty-seven; Peter, aged forty; Paul, fifty-six; Willis, thirty; Edmund, thirty-five; Stephen, twenty-six; George Lee, twenty-three; Austin, aged twenty-five; Dick, the same age; Jack, aged fifty; Britton, twenty-eight; Frank, twenty-three; Tom, twenty-six; Black, eighteen; Alfred, twenty; Philip, sixty years of age; Ben, twenty-nine; Blaze, fifty; Dublin, forty-two; Pierre, twenty-three; Jim, twenty; Carolina, seventeen; and Wallace, twenty-three years of age; all of whom are men: and the following women, viz., Mariah, forty-five years of age; America, twenty-five; Elvira, twenty-three; Minerva, twenty; Eloisa, seventeen; Eliza, fifteen; Fanny, forty-eight; Charity, forty-six; Mary, forty-five; Mary Rogers, forty; Louisa, eighteen; Juliet, sixteen; Hortense, thirty-eight; Nanneth, seventeen; Henney, twenty-six; Jane, forty; Clorida, thirty-five; Amy, twenty-five: Jane, twenty-three; Charlotte, thirty-seven; Charlotte, twenty-five; Nancy, eighteen;

Maria Johnson, twenty-eight; Minta, eighteen; Charlotte, fifteen; Chloe, thirty-five; Cynthia, forty-five; Judy, twenty-eight; Mary, thirty-two; Venus, twenty-three; and the following boys, viz. George, fourteen years of age; Ned, sixteen; Jacob, fourteen; William, twelve; Emanuel, twelve; Solomon, fifteen; Andrews, six; Charles, eight; Gustavus, four; Henry, eight; John, two; Claiborne, six; Thaddeus, four; Bellford, six; Elias, seven; Philip, nine years of age; Houston, three months old; and Solon, same age; and the following girls, viz., Mary Little, thirteen years of age; Mary Ann, fourteen; Margaret, thirteen; Patsy, thirteen; Maria, ten; Minerva, thirteen; Clara, seven; Amanda, nine; Sophia, four; Martha, four; Julian, nine; Rosilla, four; Mahala, six; Lavinia, eight; Celeste, three; Eady, six years of age; and Lisha, three months old; making in all ninety-six in number. To have and to hold the aforesaid slaves, together with their future increase, unto him the said James Alex'r McWaters, in trust and confidence for the separate use and benefit of the said Jeanetta Stafford and her heirs, that may be living at her death; and upon this further trust and confidence, that the said James Alex'r McWaters will apply the proceeds arising from the labor thereof to their maintenance and support.

In testimony whereof, the *the* said W. M. Stafford, has hereunto set his hand and affixed his seal (a *scroll* being used for a seal), this ninth day of April, in the year of our Lord one thousand eight hundred and forty-five. Before signed, interlined in one place with the words "living at her death," and in another "that may be living at her death."

W. M. STAFFORD. [SEAL.]

Signed, sealed and delivered in the presence of
JAMES COCHRANE,
SAMUEL J. BOTTS.

REPUBLIC OF TEXAS,
County of Austin.

Personally appeared before me, John B. Jones, judge of the 1st judicial district, W. M. Stafford, whose signature is attached to the foregoing instrument, and acknowledged the same to be his own proper handwriting, and that he signed the same for the purposes therein contemplated. As witness my hand and seal, the 9th day of April, A. D. 1845.

JOHN B. JONES,
Judge, &c.

Endorsed,

REPUBLIC OF TEXAS,
County of Fort Bend.

The within instrument of writing was filed in my office for record,

the 12th day of April, A. D. 1845, and recorded on same day on book B, page 62, of the records of deeds, conveyances, &c.

To which I certify, under my hand and seal of office at Richmond, the 12th April, 1845.

[SEAL.] MILLS M. BATTLE,
County Clerk and Recorder.

REPUBLIC OF TEXAS,
County of Brazoria.

The within instrument of writing was filed in this office for record, and recorded in the record book of deeds, p. 487, this 17th April, 1845.

Certified under my hand and the seal of office at Brazoria, 17th April, 1845.

[SEAL.] JAMES C. WILSON,
Acting for and by request of M. B. Williamson,
County Clerk and Recorder.

No. 1885, filed for record 26th April, 1845. Republic of Texas, county of Matagorda, Recorder's office. Recorded in book F, pages 340 and 341, the 28th April, 1845, which I certify.

M. HARVEY,
Clerk and Recorder, M. C.

Afterwards, to wit, on the twenty-sixth day of July, in the year aforesaid, the said complainants, by Ebenezer Allen and William G. Hale, their solicitors in this court, filed the following motion, to wit:—

Motion.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA
and
JOSIAH S. STAFFORD AND WIFE. } In Chancery.

Ebenezer Allen and William G. Hale, of counsel for the complainants in the above-entitled cause, move this honorable court to order the defendant, Jeanetta K. Stafford, and Mabray, her next friend, to file, within three days, the several exhibits or papers referred to in her answer. Filed, by leave of the court, upon this the twenty-sixth day of July, 1848. And to further order that if the said exhibits or papers be not so filed, then the said answer be taken off the files, and the bill be taken as confessed against the said defendant.

EBENEZER ALLEN & WM. G. HALE.

July 26th, 1848.

Which said motion was on the same day entered on the motion book of the said court, and thereafter, to wit, on the same day, overruled by the court.

Afterwards, to wit, on the twenty-seventh day of July, in the year aforesaid, the following affidavit was filed, to wit:

Affidavit.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE. } In Chancery.

Jeanetta Stafford, one of the defendants in the above-entitled cause, says that the Exhibits Nos. one, two, three, five, and six she has not yet obtained, and that they can only be obtained from records which are in the town of Alexandria, in the State of Louisiana, which by the usual way of travelling is near one thousand miles from the city of Galveston. She further says she must obtain Exhibit five or six before she can correctly make out Exhibit No. seven. She says she is informed and believes that Josiah S. Stafford, her husband, immediately upon ascertaining that the said exhibits (with the exception of No. seven) would be needed, he took the necessary and proper steps to procure them, and wrote to the officers who have the said records for authenticated copies of them, which have not been received. She further says that Exhibit No. nine she has not obtained, and that it can only be obtained from the records of the District Court for Brazoria county, and are about sixty miles distant from the city of Galveston. She says that her said husband has twice applied for the transcript of the said record at Brazoria; that in the first instance the clerk only sent a copy of the petition, and that in second instance he only sent a copy of the exhibits, and that he has not sent a transcript of the orders or judgment in said record contained. She further says that she does not make this affidavit for delay, but that justice may be done; and also says that she is advised and believes she cannot with certainty expect to procure said exhibits or transcripts properly authenticated within less than three months from the present time. She further says that said exhibits are necessary for her defence, as appear from her answer now on file.

JEANETTA STAFFORD.

District Court of the United States, District of Texas, City of Galveston. Sworn to and subscribed before me, this 27th July, 1848.

A. M. HUGHES,
Commissioner.

Afterwards, to wit, on the same day and year, the said defendant, Jeanetta Stafford, by McQueen, Harris, and Alexander, her solicitors in this court, filed the following motion, to wit:—

Motion.

Between
THE UNION BANK OF LOUISIANA
and
JOSIAH S. STAFFORD AND WIFE. } In Chancery.

In this cause, Jeanetta Stafford (formerly Jeanetta Kirkland), wife of Josiah S. Stafford, by her solicitors, moves this honorable court that the appointment of Peter MacGreal as receiver therein be vacated, annulled, and set aside, and she begs leave to refer to her answer now on file, and to various causes, specifications, and affidavits to be filed in her behalf on or before the calling of this motion in support thereof.

McQUEEN, HARRIS, ALEXANDER,
Of the Solicitors for said Defendant.

July 27th, 1848.

Which said motion was on the same day entered on the motion book of the said court, and thereafter, to wit, on the same day, overruled by the court.

Afterwards, to wit, on the twenty-eighth day of July, in the year aforesaid, the said defendant, Jeanetta Kirkland, wife of Josiah S. Stafford, by Hugh McQueen and John W. Harris, her solicitors, filed in the court here her exceptions to the report of the master heretofore filed upon the accounts of the receiver in this cause, in the words following, to wit:—

Exceptions.

Between
THE UNION BANK OF LOUISIANA, Complainants,
vs.
JOSIAH S. STAFFORD and WIFE, Defendants. } In Chancery.

Exceptions taken by Jeanetta Stafford, formerly Jeanetta Kirkland, wife of Josiah S. Stafford, one of the defendants in the above-entitled cause, to the draft report made in this cause, which was filed on the first day of July instant, by Thomas Bates, Esquire, master, to whom this matter of account stands referred for the second time.

First Exception,

For that the said master hath, in and by said draft report, stated and certified that the full amount of Peter MacGreal, receiver, be allowed, and that he was entitled to eight hundred dollars to pay the expenses of eight men, in seizing, guarding and taking seventy-

five negroes from Fort Bend to Brazoria. Whereas it does not appear that eight men were necessary to perform said services, or that compensation should be allowed them at the exorbitant rate charged in the account.

Second Exception,

For that the second charge in the account, of two hundred dollars, is impertinent; and this charge for keeping two wagons and twenty-seven horses and mules five days is excessive and exorbitant, the receiver having taken said wagons, horses and mules without authority of law and without any order of the court to that effect, acted wrongfully and oppressively, should (in place of being paid for keeping them) be made to pay damages for having taken them away.

Third Exception,

For that the third item in the report is grossly excessive. That the keeping said slaves was not worth more than eight cents each per head for the time during which the receiver kept them, and the house used by said slaves was not worth for rent more than five dollars per month.

Fourth Exception,

That the report allows $128 for house rent and for keeping sixty-four negroes four days, when said charge or allowance should not exceed twenty-five dollars.

Fifth Exception,

To the report allowing $468 dollars for men said to have been employed in guarding said slaves thirty-nine days and nights, the master ought not to have allowed that; more than one man was not necessary to guard said slaves, and he should not have been allowed for his services more than at the rate of fifteen dollars per month.

Sixth Exception,

To the charge and allowance of $72 for six men who are said to have guarded said slaves from 20th to 24th of March, where one man would have been a sufficient guard and one dollar per day would have been adequate compensation for his services.

Seventh Exception,

To the allowance of fifty dollars expenses and hire of men in pursuing twelve negroes. This allowance was excessive, and is denied that this amount was ever paid.

Eighth Exception,

To the allowance of seventy-eight dollars charged as having been paid to Dr. Chin, this charge being supported by no specifications, and sufficient proof to show that the services were rendered or that the claim has been paid.

Ninth Exception,

To the allowance of forty-seven dollars and eighty cents cash said to be paid for clothes and shoes for the slaves; the charge was incorrect, because the articles were not necessary and nothing like that sum was paid for them.

Tenth Exception,

To the last allowance of $500 for personal services of the receiver; said charge was exorbitant.

And this defendant further excepts to the whole of said master's report, because the testimony of and others who were personally examined by and before the said master as witnesses for the defendants, has not been taken down in and reduced to writing so as to give this defendant the benefit thereof—and further because this defendant has had no notice of the time and place, when and where the said receiver's account was to be examined.

In all which particulars this defendant excepts to the aforementioned report, and submits these, her exceptions, to the consideration and further order of the court.

McQUEEN, HARRIS, ALEXANDER,
Of the Solicitors for Defendant.

July 28th, 1848.

Afterwards, to wit, on the twenty-ninth day of July, in the year aforesaid, the said defendant, Jeanetta Stafford, by McQueen, Harris and Alexander, her solicitors in this court, filed the following motion, to wit:

Motion.

Between
THE UNION BANK OF LOUISIANA, Complainant,
and
JOSIAH S. STAFFORD and WIFE, Defendants.
} In Chancery.

Jeanetta Stafford (formerly Jeanetta Kirkland), wife of Josiah S. Stafford, and one of the defendants in the above-entitled cause, by her solicitors, moves this honorable court that the amendment filed by the solicitors for complainant, by adding the words following that is to say, "and except the interrogatory marked and num-

3250

bered 3," be taken off the file for matters apparent upon its face, and because the same was filed without leave of the court, the leave to amend previously granted having been complied with by filing an amendment at the time, the order allowing complainant to amend had become *functus officio.*

And further, because the said amendment was made after the answer of this defendant had been made and lodged in the clerk's office, and marked filed, and after complainants' solicitors had examined and perused the same.

And this defendant craves leave to refer to the various affidavits that may be filed in support of this motion, on or before it is called in support thereof.

McQUEEN, HARRIS & ALEXANDER,
Of the Solicitors for Defendants.

July 29th, 1848.

Which said motion was on the same day entered on the motion book of the said court, and thereafter, to wit, on the twenty-ninth day of said month, overruled by the court.

Afterwards, to wit, on the twenty-ninth day of July, in the year aforesaid, the said defendant, Josiah S. Stafford, by McQueen, Harris and Alexander, her solicitors in this court, filed the following motion, to wit:

Motion.

Between
THE UNION BANK OF LOUISIANA, compl'ts.
and
JOSIAH S. STAFFORD AND WIFE, def'ts. } In Chancery.

Josiah S. Stafford, one of the defendants in the above-entitled cause, by his solicitors, moves this honorable court that the rule made absolute against him for an attachment for contempt, on the fifth day of July, in the year of our Lord one thousand eight hundred and forty-eight, after he had pleaded to complainants' bill, be discharged; and he craves leave to refer to the answer of Jeanetta, his wife, now on file, and to the various papers to be filed herewith before or on the calling of this motion, in support thereof.

McQUEEN, HARRIS & ALEXANDER,
Of the Solicitors for Defendants.

July 29th, 1848.

Which said motion was, on the same day, entered on the motion book of the said court, and thereafter, to wit, on the twenty-ninth day of said month, withdrawn by defendants.

Afterwards, to wit, on the 7th day of August, in the year aforesaid, the said complainants, by Ebenezer Allen and William G.

Hale, their solicitors in this court, filed the following motion, to wit:—

Motion.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA
AND
JOSIAH S. STAFFORD AND WIFE. } In Chancery.

Ebenezer Allen and William G. Hale, of counsel for the complainants in the above-entitled cause, move this honorable court, in case the resignation of Peter MacGreal, Esquire, as receiver, should be accepted, to refer it to the master to appoint a suitable person to act as receiver in the said cause, of the rents and profits of the negro slaves in controversy therein, as well as of such of the said negro slaves themselves as he may be directed or empowered to receive and take into his custody, the said receiver to account for the same whenever this court shall direct, and to give bond and surtey in double the value of the yearly rents and profits thereof.

EBN. ALLEN & WM. G. HALE,
Of Counsel for Compl'ts.

August 7th, 1848.

Which said motion was, on the same day, entered on the motion book of said court; and thereafter, to wit, on the seventh day of said month, sustained by the court.

Afterwards, to wit, on the seventh day of August, in the year aforesaid, the said defendant, Josiah S. Stafford, by McQueen, Harris and Alexander, his solicitors in this court, filed the following motion, to wit:—

Motion.

Between
THE UNION BANK OF LOUISIANA, Compl'ts.
vs.
JOSIAH S. STAFFORD and WIFE, Defen'ts. } In Chancery.

Josiah S. Stafford, one of the defendants in the above-entitled cause, by his solicitors, the leave of the court having been first had and obtained, files in open court this his motion, whereby he moves this honorable court to vacate, annul and set aside the order entered at rules, on the first Monday of July last, taking the complainants' bill *pro confesso* against, because said order was prematurely and irregularly entered, and at a time when this defendant

had pleaded to the bill; and further because this defendant was not held to be in contempt at the time that said order was made.

McQUEEN, HARRIS & ALEXANDER,
Of the Solicitors for the Defendant.

Aug. 7th, A. D. 1848.

Which said motion was on the same day entered on the motion book of the said court, and thereafter, to wit, on the seventh day of said month, sustained by the court.

Afterwards, to wit, on the seventh day of August, in the year aforesaid, Peter MacGreal, receiver in the above-entitled cause, filed the following petition, to wit:

Petition.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between—
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND WIFE, Defendants. } In Chancery.

The petition of Peter MacGreal, receiver in the above-entitled cause, to the Hon. John C. Watrous, Judge of the said court, respectfully represents, that heretofore, to wit, on the fifth day of February A. D. 1848, your honor, by an order at chambers then made, directed the master in chancery, Thomas Bates, Esquire, to appoint a suitable person to act as receiver of certain negro slaves in dispute in the said cause; and that thereafter, to wit, on the said day, the said master did receive and entertain a proposal from the complainants whereby your petitioner was designated and offered as a suitable person to be appointed; and did in consequence thereof appoint your petitioner to be and act as receiver as aforesaid, as will more fully appear by reference to the order of your honor and the report of the master thereon. That from the time of such appointment until the date of this petition, your petitioner has well and faithfully performed all the duties of his said office, as will appear by reference to the several reports by him made, now on file in this court, and that he has presented to the master his full account as receiver as aforesaid, and that the same has been duly allowed, and the allowance duly reported to your honor. That the condition of your petitioner's private business, and the difficulty of attending properly to the discharge of the onerous duties of the said office of receiver render it now desirable to your petitioner to resign the said office, and be released from the necessity of further continuance therein; and that your petitioner doth therefore pray your honor to order that he be allowed so to resign the said office that his bond be vacated and discharged as to all further liabilities, and that your honor, if it

shall seem necessary, do refer it to the master to appoint a suitable person, as receiver, to serve instead of your petitioner.

And your petitioner will ever pray, &c.

PETER MacGREAL.

August 4th, 1848.

F. H. MERRIMAN,
Solicitor for Peter MacGreal, receiver.

Afterwards, to wit, on the seventh day of August, in the year aforesaid, the following affidavit was filed, to wit:

Affidavit.

This is to certify that in April or May last past I paid the expenses of transportation from the Barnard to this place of sixteen negroes, large and small from W. P. Corbin's place on the San Bernard to this city, thirty-five dollars. I had the said negroes at my house from 26 to 28 days, during which time I bought for the feeding of them two barrels of flour at about seven dollars per barrel, and about four hundred pounds of bread, about nine cents per pound. The negroes used what they wanted, and when they left a portion of each remained on hand.

SAMUEL M. WILLIAMS.

Galveston, August 7th, 1848.

Sworn to and subscribed before me this 7th August, 1848.

A. M. HUGHES,
Commissioner.

Afterwards, to wit, on the seventh day of August, in the year aforesaid, the following order was made by the court, to wit:—

Order.

This day came the parties, by their solicitors, and complainants, by their solicitors, moves the court to order the defendant, Jeanetta K. Stafford, and —— Mabray, her next friend, to file, within three days, the several exhibits or papers referred to in her answer, filed, by leave of the court, upon the 26th day of July, 1848; and to further order that if the said exhibits or papers be not so filed, then the said answer to taken off the files; which, upon hearing and mature consideration by the court, was overruled.

Afterwards, to wit, on the seventh day of August, in the year aforesaid, the following entry was made in the order book of the court, to wit:—

THE UNION BANK OF LOUISIANA
vs.
STAFFORD AND WIFE.

Set down on the objections of the defendant, Jeanetta K. Stafford, for want of parties.

ALLEN & HALE.

August 7th, 1848.

Afterwards, to wit, on the eleventh day of August, in the year aforesaid, the said complainants, by Ebenezer Allen and William G. Hale, their solicitors in this court, filed the following motion, to wit:

Motion.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA
and
JOSIAH S. STAFFORD AND WIFE. } In Chancery.

Ebenezer Allen and William G. Hale, of counsel for the complainants in the above-entitled cause, moves this honorable court, after the filing of the answer of Jeanetta Kirkland, one of the defendants, and under the XLV. rule of the Supreme Court of the United States, for the practice of the circuit courts of the United States in suits in equity, to grant the said complainants leave to amend their bill by inserting therein the amendment set forth in the paper filed herewith, and marked "Amendment to bill."

EBN. ALLEN & WILLIAM G. HALE.

August 11th, 1848.

Which said motion was, on the same day, entered on the motion book of the said court, and thereafter sustained by the court.

Afterwards, to wit, on the eleventh day of August, in the year aforesaid, the following order was made by the court, to wit:—

Order.

This day come the complainants, by their solicitors, and ask leave to file an amendment to their bill, which leave was granted by the court and the amendment accordingly filed.

Afterwards, to wit, on the eleventh day of August, in the year aforesaid, the said complainants, by their solicitors aforesaid, came

into the court here and filed their amendment to their said bill of complaint in the words following, to wit:—

Amendment to Bill.

District Court of the United States,
District of Texas.

Between

The Union Bank of Louisiana, Complainants,
and
Josiah S. Stafford and Jeanetta, his Wife, Defendants.

In Chancery.

The amendment of the Union Bank of Louisiana, complainants, in reply to the answer of Jeanetta K. Stafford, one of the defendants to the bill of complaint of the said complainants.

These complainants, by leave of the court, after the filing of the answer of Jeanetta K. Stafford, one of the defendants to their bill of complaint, not confessing or acknowledging all or any of the matters and things in the said defendants' answer to be true in manner and form as the same are therein and thereby alleged and set forth, amend their said bill, by inserting therein, immediately after the words, "sought by your orators," on the twelfth line of the thirteenth page thereof, the words following, that is to say:—

"And the said defendants, continuing and confederating as aforesaid at other times, further pretend that on the twenty-fourth day of April, eighteen hundred and forty-three, the said complainants, your orators herein, commenced suit against them, and filed a petition to the judge of the sixth judicial district presiding in and for the Parish of Rapides, in the State of Louisiana, for a seizure and sale of the premises and slaves mentioned and set forth in a public act, which the said defendants refer to as Exhibit No. 4, and obtained a judgment or order of seizure and sale thereof accordingly: and that in pursuance thereof a writ of seizure and sale, directed to the sheriff of the said Parish of Rapides, was issued from the clerk's office for the District Court of the said parish, by virtue of which said writ the said sheriff on Monday the sixth day of November, eighteen hundred and forty-three, sold enough of the property in the said Exhibit No. 4, mentioned and described for the sales thereof to amount to the sum of thirty-six thousand and fifty-one dollars and ninety-two cents, the same being the amount of the debt, interest, and costs of the said seizing creditor, claimed to be due and secure by the said public act; and that one William M. Stafford purchased at such sheriff's sale a number of the negro slaves mentioned and described in the said complainants' bill; and further mentioned and described in the said complainants' bill, and further mentioned and described in a list thereof, to which the said defendants refer as *Exhibit No.* 7: the direct contrary of all which allegations and pretences your orators charge to be true; and further charge that neither the said William M. Stafford nor any one else, who pretended to bid and purchase at

such pretended sheriff sale, nor any one for them, has paid or caused to be paid to your orators, or to the said sheriff, or to any person authorized to receive the same, the amount of such their pretended bids, or the purchase money of such pretended sale. And the said defendants, combining and confederating as aforesaid at other times, further pretend that the said William M. Stafford, on the ninth day of April, eighteen hundred and forty-five, in the county of Austin and Republic of Texas, for a valuable consideration, sold and conveyed to James Alexander McWaters, trustee for the defendant, Jeanetta K. Stafford aforesaid, and her heirs that may be living at her death, a large number of the slaves mentioned and described in the said complainants' bill, and further mentioned and described in a conveyance to which the said defendants refer as *Exhibit No.* 8, the direct contrary of which allegations and pretences your orators charge to be true. And further charge that the said William M. Stafford, fraudulently combining and confederating with the said defendants, and contriving how to wrong and injure your orators in the premises, falsely and fraudulently pretended to have a title in and to the said slaves and a legal right to convey and dispose of the same, whereas in truth and in fact he never had any such title or right; and that he, the said William, after aiding, assisting and abetting the said Josiah, his the said William's brother, in removing the said slaves from the State of Louisiana, as aforesaid, by a fraudulent combination with the said defendants, and in order to prevent your orators from enforcing and obtaining their just rights in the premises, pretended to pass the title and to deliver the possession of the said slaves for a valuable consideration to James Alexander McWaters as aforesaid. Whereas in truth and in fact, as your orators expressly charge, no such delivery of possession was ever made, but the said slaves remained and have ever since remained in the possession of the said defendants, and employed, treated, hired and sold by them and by the said Josiah, as their property or that of the said Josiah, without any hindrance, intervention or interposition whatever of the said James Alexander McWaters the said pretended trustee: and whereas in truth and in fact, as your orators expressly charge, no valuable and adequate consideration ever passed from the said James Alexander M. Waters, or from the said defendants, or any one else to the said William M. Stafford, for the said pretended conveyance: but the said consideration was wholly illusory and fictitious, and of no value; and your orators shall insist upon strict proof of the validity of the said pretended conveyance, the possession of the said James Alexander McWaters as trustee, and the existence, value and sufficiency of the said pretended consideration.

And these complainants, here waiving all right of discovery, by answer, from the said defendants, or either of them, to the several matters and things hereinbefore charged and alleged, insert the fore-

going amendment in their bill of complaint, and humbly pray, as in and by their said bill they have already prayed.

EBNR. ALLEN AND WILLIAM G. HALE,
Of Counsel for Compl'ts.

Galveston, August 1848.

UNITED STATES OF AMERICA,
District of Texas.

I, Thomas Bates, Clerk of the District Court of the United States for the District of Texas, make oath and say, that I delivered to John W. Harris, one of the solicitors for the defendant, Jeanetta K. Stafford, a true copy of the above amendment, at the cost of the complainants, on the 12th or 14th day of August, A. D. 1848.

THOS. BATES,
Clerk.

Subscribed and sworn to before me, this 23d day of August, 1848.

JOHN C. WATROUS,
U. S. Judge.

Afterwards, to wit, on the sixteenth day of August, in the year aforesaid, the following affidavits were filed, to wit:

Affidavit.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA
and
JOSIAH S. STAFFORD AND WIFE. } In Chancery.

The affidavit of Thomas Bates, Clerk of the District Court of the United States for the District of Texas.

I, Thomas Bates, make oath and say, that on the morning of the twenty-fifth day of July, 1848, a paper marked on the outside "The Union Bank of Louisiana vs. Josiah Stafford and Wife, answer of Jeanetta Kirkland and," was handed to me by George B. Innis, my deputy, for filing, and I was informed by him that the said paper had been lodged in the clerk's office with him about 9 o'clock on the evening of the twenty-fourth day of the same month, by John W. Harris, one of the solicitors and counsel of the defendant, Jeanetta Kirkland or Jeanetta Stafford; and that thereupon, before the entry of the order overruling the plea of the said defendant, and without the previous order or permission of the court, I endorsed the said paper with the words and figures following to wit: "Filed 24th July, 1848, Thomas Bates, Clerk," and, that thereafter, to wit, on the twenty-sixth day of the same month, after the representation of the matter to the court,

by special order of the court made on the 25th day of July, 1848, upon the same paper and underneath the said former endorsement, I again endorsed the words and figures following, to wit: "Filed by order of court on 26th July, 1848, Thomas Bates, Clerk."

THOS. BATES,
Clerk.

Sworn to before me.

JOHN C. WATROUS.

Affidavit.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE. } In Chancery.

This affiant, Thomas Bates, clerk of this court, being duly sworn, makes oath and says, that it his practice to endorse papers lodged in the clerk's office of this court with the date upon which they are lodged with his deputy, George B. Innis, and affiant further states that an amendment dispensing with an answer to the 7th interrogatory on the part of the defendant, Jeanetta, was filed in open court on July the twenty-fifth, after the answer of the said Jeanetta had been lodged in the clerk's office and marked filed, and that after the adjournment of court on the same day, another amendment dispensing with an answer to interrogatory 3, on the part of said Jeanetta Stafford, was lodged and filed in my office.

THOMAS BATES.

Sworn to before me,

JOHN C. WATROUS.

Afterwards, to wit, on the seventeenth day of August, in the year aforesaid, the following order was made by the court, to wit:—

Order.

This day came the parties, by their solicitors, and the defendant, Jeanetta Kirkland, wife of Josiah S. Stafford, by her solicitors, moves the court that the appointment of Peter MacGreal, as receiver, be vacated, annulled and set aside, which motion, upon hearing and being fully understood by the court, was overruled.

Order.

And this day came the parties, by their solicitors, and defendant, Jeanetta K. Stafford, by her solicitors, moves the court that the amendment filed by the solicitors for the complainant, by adding the words following, that is to say: "And except the interrogatory marked and numbered 3," be taken off the file, for reasons and causes set forth in said motion; which motion, upon full

argument and upon mature consideration by the court, was overruled.

Order.

And it is now ordered that the entry made and entered on the minutes of the court, on the 25th day of July, 1848, granting the complainants leave to amend the bill of complaint in this cause, be amended as follows: After the word filed, on the fifth line in said order of the 25th July aforesaid, insert "the amendment," and except the interrogatory marked and numbered 7, "which was filed during the session of the court on that day," and the amendment, and except the interrogatory marked and numbered 3, "which was filed on the same day, but after the adjournment of court on said day," and that the balance of said order of the 25th July, 1848, occurring after the word filed as aforesaid, be stricken out, which was accordingly done.

Afterwards, to wit, on the eighteenth day of August, in the year aforesaid, the following order was made by the court, to wit:—

Order.

The complainants, by counsel, having, in pursuance of the rules of court, set so much of the defendant's, Jeanetta K. Stafford's, answer as relates to the objection to the bill for want of parties for argument, and said objection being argued and the court being sufficiently advised, because the court is satisfied that complainants may proceed to a hearing without making James Alexander McWaters a party, but is not satisfied whether said complainant can proceed to decree without such party: It is ordered that the objection as to such party stand to the hearing, and because the court is satisfied that the other persons named as not necessary to be made parties: It is ordered that said objection be disallowed as to them.

Afterwards, to wit, on the nineteenth day of August, in the year aforesaid, the said Union Bank of Louisiana, by Ebenezer Allen and William G. Hale, her solicitors in this court, came into the said court here and filed their replication to the pleas of the said Josiah S. Stafford, one of the defendants, to their bill of complaint, in the words following, to wit:—

Replication.

District Court of the United States,
District of Texas.

In Chancery.

The replication of the Union Bank of Louisiana, complainant, to the pleas of Josiah S. Stafford, one of the defendants to the bill of complaint of the said complainants.

The replications, saving and reserving to themselves all and all manner of advantage of exception to the manifold insufficiencies of the said pleas, for replication thereunto, say, that they will aver

and prove their said bill to be true and certain; and that the said pleas of the said defendant are untrue, uncertain, and insufficient in the law to be replied unto; without this, that any other matter or thing whatever in the said pleas contained, material or effectual in the law to be replied unto, confessed and avoided, traversed or denied is true. All which matters and things these replicants are and will be ready to aver and prove as this honorable court shall direct, and humbly pray, as in and by their said bill they have already prayed.

EBR. ALLEN AND WILLIAM G. HALE,
Solicitors and of Counsel for Replicants.

Galveston, August 1848.

Afterwards, to wit, on the nineteenth day of August, in the year aforesaid, the said complainants, by Ebenezer Allen and William G. Hale, their solicitors in this court, filed the following motion, to wit:

Motion.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA
and
JOSIAH S. STAFFORD AND WIFE. } In Chancery.

Ebenezer Allen and William G. Hale, of counsel for the complainants in the above-entitled cause, move this honorable court to order the defendant Jeanetta K. Stafford to put in her answer to the amendment to the bill of complaint filed on the 11th of this present month; if she shall elect to answer thereto, on some day before the close of this term, to be appointed by this court.

EBR. ALLEN AND WM G. HALE.

August 19th, 1848.

Which said motion was on the same day entered on the motion book; and thereafter, to wit, on the said day, the following order was made by the court thereon, to wit:

Order.

"Mrs Stafford is required to put in her answer by the fifteenth day of September next."

Afterwards, to wit, on the nineteenth day of August, in the year aforesaid, the following entry was made in the order book of this court.

Entry in Order Book.

THE UNION BANK OF LOUISIANA
vs.
STAFFORD AND WIFE.

The complainants in the above-entitled cause hereby withdraw the order entered by them at the rule day in July 1848, taking their bill as confessed against Josiah S. Stafford one of the defendants.

EBR. ALLEN AND WM. G. HALE,
Solicitors for Complainants.

August 19th, 1848.

Afterwards, to wit, on the twenty-first day of August, in the year aforesaid, the said complainants, by Ebenezer Allen and William G. Hale, their solicitors in this court, filed the following motion, to wit:

Motion.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA
AND
JOSIAH S. STAFFORD AND WIFE. } In Chancery.

Ebenezer Allen and William G. Hale, of counsel for the complainants in the above-entitled cause, move this honorable court to order that the following persons do either deliver—give to the receiver in the said cause, bonds with ample security, in the form heretofore determined by the court, that they will regularly pay to the said receiver the yearly hire of the negro slaves belonging to the defendants or either of them in this cause, and named and described in the bill of complaint and the affidavits of the said defendants who are now in their possession, and further that they will have the said negro slaves forthcoming whenever the court shall direct: That is to say, that Nathaniel Williams, of , shall give such a bond for thirteen of the said slaves at a yearly hire of one hundred and twenty dollars each: W. H. Manidue, of , for two of the said slaves at a yearly hire of one hundred and twenty dollars each: Dr. Herman, of , for two of the said slaves: S. Damon, of , for one of the said slaves: R. Lockhart, of , for two of the said slaves at a yearly hire of twenty-six dollars each, and for one at a yearly hire of ninety-six dollars each; and for one at a yearly hire of twenty-four dollars; Robert Lewis, of , for one of the said slaves at a yearly hire of one hundred and eighty dollars; , Kelly, of , for one of the said slaves at a yearly hire of one hundred and twenty dollars: or that, in case

the said persons above named shall decline giving such a bond, they shall deliver the said negro slaves to the said receiver, and that he the said receiver proceed to hire out the same immediately in the manner prescribed in the order in this cause, of the of

EBN. ALLEN & WILLIAM G. HALE,
Of Counsel for Compl'ts.

Which said motion was on the same day entered on the motion book of the said court, and thereafter overruled by the court.

Afterwards, to wit, on the twenty-first day of August in the year aforesaid, the following order was made by the court, to wit:

Order.

This day came the parties by their counsellors, and complainant by their counsellors moves the court to be allowed to amend their bill, which motion was granted upon condition that they, complainants, furnish the defendant a copy of such amendment free of expense.

Afterwards, to wit, on the twenty-second day of August, in the year aforesaid, the said complainants, by Ebenezer Allen and William G. Hale, their solicitors in this court, filed the following motion, to wit:

Motion.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between—
THE UNION BANK OF LOUISIANA
AND
JOSIAH S. STAFFORD AND WIFE. } In Chancery.

Ebenezer Allen and William G. Hale, of counsel for the complainants in the above-entitled cause, move this honorable court to name Thomas Bates, John S. Jones, A. M. Hughes, and David Ayres, in the District of Texas, and Albert C. Ainsworth, Edmund Randolph, of the city of New Orleans, and John J. Elgie, and V. T. Cotton, of the Parish of Rapides in the District of Louisiana, commissioners to take testimony and depositions in the above-entitled cause, and to order that the party taking out the commission upon interrogatories filed, may take it out for any one or more of the persons above named as shall seem preferable; and that the commissions may issue over the teste of the clerk and seal of court alone.

August 22d, 1848.

EBN. ALLEN & WM. G. HALE,
Of Counsel for Compl'ts.

Which said motion was on the same day entered on the motion book of the said court, and thereafter sustained by the court.

Afterwards, to wit, on the twenty-second day of August, in the year aforesaid, the said defendant, Jeanetta Stafford, by her solicitors McQueen and Alexander, came into the court here, and filed her amendment, to her said answer in the words following, to wit:

Amendments to Answer.

Amendments to the answer of Jeanetta Stafford, formerly Jeanetta Kirkland, to her answer to the bill of complaint, of the Union Bank of Louisiana, complainant.

This defendant, the leave of the court being first had and obtained, files in open court the following amendments to certain small matters requiring amendment in the defence part of her answer.

On page 15, in the 14th line from the top, instead of "Exhibit No. 4," read "*Exhibit No.* 3;" and in the 17th line from the top, immediately after the word accordingly, insert and read as follows: "a copy of the record of which suit, and of the proceedings had thereupon is herewith filed, marked '*Exhibit No.* 4,' to which for greater certainty this defendant craves leave to refer as part of her answer, and submits to this honorable court that the complainant ought not to admitted to allege any matter or thing against the said record or any part thereof."

McQUEEN AND ALEXANDER,
Of the Solicitors for Def't.

Afterwards, to wit, on the twenty-third day of August, in the year aforesaid, the said complainants, by Ebenezer Allen, and William G. Hale, their solicitors in this court, filed the following motions, to wit:

Motion.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA
and
JOSIAH S. STAFFORD AND WIFE. } In Chancery.

Ebenezer Allen and William G. Hale, of counsel for the complainants in the above-entitled cause, move this honorable court to order that the supplemental or further answer of Jeanetta K. Stafford, one of the defendants hereto, to the amendment to the bill of complaint last filed, when filed, be considered for all purposes to be filed on the rule day in September next, and that the said complainants have

leave to file their replication to the answer of the said defendant, on the fifteenth day of the said month of September.

EBN. ALLEN, and
WM. G. HALE,
Of Counsel for Compl'ts.

August 23d, 1848.

Motion.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA
and
JOSIAH S. STAFFORD AND WIFE. } In Chancery.

Ebenezer Allen and William G. Hale, of counsel for the complainants in the above-entitled cause, move this honorable court, after the appointment of a receiver has been made and confirmed, to order that all persons now having possession of any of the negro slaves named and described in the bill of complaint, and in the certificate of the appointment of the receiver, upon contracts of hire, do, upon service of a copy of the order, attorn to the receiver now appointed or hereafter to be appointed herein, for the hire hereafter due upon the same, and the arrears of the hire not yet paid; and that the following persons, who appear by the affidavits of the defendants hereto, now on file, to have possession of some of the said slaves, upon such contracts as aforesaid, namely, Nathaniel Williams, of the county of Fort Bend, who appears to be in possession of thirteen of the said slaves, at a yearly hire of one hundred and twenty dollars each; W. H. Manidue, of the county of Brazoria, who appears to be in possession of two of the said slaves, at a yearly hire of one hundred and twenty dollars each; R. Lockhart, of , who appears to be in possession of two of the said slaves, at a yearly hire of ninety-six dollars each; and of one, at a yearly hire of twenty-four dollars; Robert Lewis, of , who appears to be in possession of one of the said slaves, at a yearly hire of one hundred and eighty dollars; and Kelly, of , who appears to be in possession of one of the said slaves, at a yearly hire of one hundred and twenty dollars, do, after service of a copy of the order, appear on the first Monday of December next, before this honorable court, at the city of Galveston, and show cause, if any they can, why they should not account for and pay over to the receiver the whole amount of the said hire accruing after the first appointment of a receiver in the said cause, and not before paid, and also deliver to the receiver the legal evidences of the contracts of hire, under which they now hold possession of the said slaves.

EBN. ALLEN & WILLIAM G. HALE,
Of Counsel for Compl'ts.

August 23d, 1848.

Motion.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA
and
JOSIAH S. STAFFORD AND WIFE. } In Chancery.

Ebenezer Allen and William G. Hale, of counsel for the complainants in the above-entitled cause, move this honorable court that after the appointment of a receiver therein, to order that all persons now having possession of any of the negro slaves named and described in the bill of complaint and the certificate of the appointment of the receiver, upon contracts of hire which may terminate or be renounced and abandoned before the final decision of this cause, do, upon a service of a copy of the order upon them, and after the termination, renunciation or abandonment of such contracts, at once deliver and surrender to the receiver now appointed, or hereafter to be appointed, such of the said slaves as are in their possession as aforesaid, and that the said receiver do at once, unless otherwise directed, proceed to hire out the same in the manner prescribed in the order in this cause of the day of

EBN. ALLEN & WILLIAM G. HALE,
Of Counsel for Compl'ts.

August 23d, 1848.

Motion.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA
and
JOSIAH S. STAFFORD AND WIFE. } In Chancery.

Ebenezer Allen and William G. Hale, of counsel for the complainants in the above-entitled cause, suggest to this honorable court that the clerk has omitted to enter upon the rule and order book the two orders made at Chambers, on the fifth day of February, A. D. 1848, and filed on the same day, by which it was referred to the master to appoint a receiver in the said cause, and by which it was ordered that a writ of assistance issue.

Wherefore the said counsel move the court to direct the clerk now to do what he was bound before to have done, that is to say, to enter upon the rule and order book the two orders aforesaid, *nunc pro tunc* as of the said fifth day of February.

EBN. ALLEN & WM. G. HALE,
Of Counsel for Compl'ts.

August 23d, 1848.

Motion.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA
and
JOSIAH S. STAFFORD AND WIFE. } In Chancery.

Ebenezer Allen and William G. Hale, of counsel for the complainants in the above-entitled cause, move this honorable court, after the appointment of receiver therein, to order that the following persons, Nathaniel Williams, of the county of Fort Bend; W. H. Manidue, of the county of Brazoria; Dr. Herman, of Richmond, in the county of Fort Bend; S. Damon, of ; R. Lockhart, of ; Robert Lewis, of ; and Kelly, of , do, upon service of a copy of the order, either give bond with good and sufficient sureties to the receiver now appointed, or hereafter to be appointed, in a penalty of double the value of the property hereinafter mentioned, to be estimated by the said receiver, conditioned that they will have those of the negro slaves named and described in the bill of complaint and the certificate of appointment of the receiver, now appearing by the affidavits of the defendants, hereto to be in their possession, forthcoming to abide the order of this honorable court, whenever the court shall direct; or if they refuse so to do, do appear before this honorable court at Galveston, on the first Monday of December next, and show cause for such their refusal.

EBENEZER ALLEN & WM. G. HALE,
Of Counsel for Compl'ts.

August 23d, 1848.

Which said motions were on the same day entered on the motion book of the said court, and thereafter sustained by the court.

Afterwards, to wit, on the twenty-third day of August in the year aforesaid, the following orders were made by the court, to wit:

Order.

This day come the parties by their counsellors, and the defendants' exceptions to master's second report on the account of them, Peter MacGreal, *Receiver*, being argued and fully understood by the court: It is ordered that said account be re-referred to the master, with power to take further testimony and re-report on said account.

Order.

This day come the parties by their counsellors, and complainants by counsel move the court to order the defendant, Jeanetta K. Stafford, to put in her answer to the amendment to the bill of complaint

filed on the 11th of this present month, if she shall elect to answer thereto on some day before the close of this term, to be appointed by this court, which motion, upon argument of counsel: It is ordered that said defendant be required to put in her answer by the 15th day of September next.

Order.

This day come the parties by their counsellors, and the complainant by counsel moves the court to order that the following persons do either give the receiver in said cause bond with ample security in the form heretofore determined by the court, that they will regularly pay to the said receiver the yearly hire of the negro slaves, belonging to the defendants or either of them, as per motion fully set out in motion book page 54, entered on 21st August, 1848, which motion upon argument and being understood by the court was overruled.

Afterwards, to wit, on the twenty-fourth day of August, in the year aforesaid, the following orders were made by the court, to wit:

Order.

This day come the parties by their counsellors, and the complainants by counsel "move the court to name Thomas Bates, John S. Jones, A. M. Hughes and David Ayres, in the District of Texas, and Albert C. Ainsworth, Edmund Randolph, of the city of New Orleans, and John J. Elgie and F. T. Cotton, of the parish of Rapides, in the district of Louisiana, commissioners to take testimony and depositions in this cause, and to order that the party taking out the commission upon interrogatories filed may take it out for any one or more of the persons above named as shall seem preferable, and that the commissioners may issue over the teste of the clerk and seal of the court alone," which motion was, upon consideration of the court, granted.

Order.

This day come the parties by their counsellors, and complainants by counsel "move the court, after the appointment of a receiver therein, to order that all persons now having possession of any of the negro slaves named and described in the bill of complaint and the certificate of the appointment of a receiver, upon contracts of hire, other than those entered into with the receiver, which may terminate or be renounced and abandoned before the final decision of this cause, do upon the service of a copy of this order upon them, and after the termination, renunciation, or abandoment of such contract, at once deliver and surrender to the receiver now appointed, or hereafter to be appointed, such of the said slaves as are in their possession as aforesaid, and that the said receiver do at once, unless otherwise directed, proceed to hire out the same in the manner prescribed in the order in this cause of the 26th day February, 1848,"

which motion, upon full argument and being understood by the court, was sustained.

Order.

This day come the parties by their counsellors, and complainants by counsel, "move the court after the appointment of a receiver therein to order that the following persons, Nathaniel Williams, of the county of Fort Bend, W. H. Mandeue, of the county of Brazoria, Dr. Herman, of Richmond, in the county of Fort Bend, S. Damon, of———, R. Lockhart, of———, Robert Lewis, ———, and Kelly, of Houston, do, upon service of a copy of the order, either give bond with good and sufficient security to the receiver, now appointed or hereafter to be appointed, in a penalty of double the value of the property hereinafter mentioned, to be mentioned by the said receiver, conditioned that they will those of the negro slaves named and described in the bill of complaint and certificate of the appointment of receiver, appearing by the affidavits of the defendants hereto to be in their possession, forthcoming, to abide the order of this court, whenever the court shall direct; or if they refuse so to do, to appear before this honorable court at Galveston on the first Monday of December next, and show cause for such refusal."

Which motion, after argument and being fully understood by the court, now here was sustained.

Order.

This day come the parties by their counsellors, and complainants by counsel " move the court to order that the supplemental or further answer of Jeanetta K. Stafford, one of the defendants, hereto to the amendment to the bill of complaint last filed, when filed be considered for all purposes to be filed on the rule day in September next, and that the said complainants have leave to file their replication to the answer of the said defendant on the 16th day of said month of September."

Which motion, upon argument and due consideration of the court, was sustained.

Order.

This day come the parties by their counsellors, and complainants by counsel, and suggest to the honorable court that the clerk has omitted to enter upon the rule and order book the two orders made at chambers on the fifth day of February, A. D. 1848, and filed upon the same day, by which it was referred to the master to appoint a receiver in the said cause, and by which it was ordered that a writ of assistance issue.

Wherefore the said counsel move the court to direct the clerk now to do what he was bound before to do, that is to say, to enter upon

the rule and order book two orders aforesaid *nunc pro tunc* as of the said fifth day of February.

Upon the hearing of this motion and in opposition of the counsel of the defendant, the said motion is sustained.

Afterwards, to wit, on the twenty-fifth day of August, in the year aforesaid, the following order was made by the court, to wit:—

Order.

This day come the parties by their counsellors, and complainants by counsel "move the court, after the appointment of a receiver has been made and confirmed, to order that all persons now having possession of any of the negro slaves named and described in the bill of complaint, and in the certificate of the appointment of the receiver, upon contract of hire—do, upon service of a copy of this order, attorn to the receiver now appointed, or hereafter to be appointed herein, for the hire hereafter due upon the same, and the arrears of the hire not yet paid; and that the following persons, who appear by the affidavits of the defendants hereto now on file, to have possession of some of said slaves, upon such contracts, as aforesaid, viz., Nathaniel Williams, of the county of Fort Bend, who appears to be in possession of thirteen of the said slaves at a yearly hire of one hundred and twenty dollars each; W. H. Manadue, of the county of Brazoria, who appears to be in possession of two of the said slaves at a yearly hire of one hundred and twenty dollars each; R. Lockhart, of , who appears to be in possession of two of the said slaves at a yearly hire of ninety-six dollars, and one at a yearly hire of twenty-four dollars; Robert Lewis, of , who appears to be in possession of one of the said slaves at a yearly hire of one hundred and eighty dollars, and Kelly, of Houston, who appears to be in possession of one of said slaves at a yearly hire of one hundred and twenty dollars, do, after a service of a copy of this order, appear on the first Monday of December next, before the honorable court at the city of Galveston, and show cause, if any they can, why they should not account for and pay over to the receiver the whole amount of the said hire accruing after the first appointment of a receiver the legal evidences of the contracts of hire under which they now hold possession of the said slaves," which motion, after hearing argument and upon full investigation, it is ordered by the court that said motion be sustained.

Afterwards, to wit, on the twenty-sixth day of August, in the year aforesaid, the said defendant, Josiah S. Stafford, by McQueen and Alexander, his solicitors in this court, filed the following motion, to wit:—

Motion.

Between
THE UNION BANK OF LOUISIANA, complainant,
vs.
JOSIAH S. STAFFORD and JEANETTA HIS WIFE, defendants.

In Chancery.

Hugh McQueen and Wm. Alexander, of the solicitors for the defendants in the above-entitled cause, suggest to this honorable court that whereas the motion of the defendant Josiah S. Stafford to set aside the order taking the bill for confessed as against him has this day been sustained by the court, and as the solicitors for the complainant had withdrawn said order previously to the time when said motion was sustained, and whereas also two rule days have elapsed since the pleas of said Josiah S. Stafford were filed without the complainants having set the same down for argument and without complainants having replied thereto, that they move this honorable court the truth and sufficiency of the said pleas having been admitted, that the bill be dismissed as of course.

McQUEEN & ALEXANDER,
Of the Solicitors for Defendants.

August 26th, 1848.

Which said motion was on the same day entered on the motion book of said court, and thereafter, to wit, on the day aforesaid, the said court caused the following entry to be made, to wit:—

Mr. Stafford has no right to make a motion in this case, an attachment being out against him for a contempt of court.

Afterwards, to wit, on the twenty-sixth day of August, in the year aforesaid, the following orders were made by the court, to wit:—

Order.

This day come the parties by their counsellors, and complainants by counsel move the court in case resignation of Peter MacGreal, Esq., as receiver should be accepted, to refer it to the master to appoint a suitable person to act as receiver in this case, of the rents and profits of the negro slaves in controversy therein, as well as of such of said negro slaves themselves as he may be directed or empowered to receive, and take into his custody the said receiver to account for the same whenever the court shall direct, and to give bond and surety in double the value of the yearly rent and profits thereof, which motion upon hearing was granted; the present receiver to be discharged so soon as the new one shall be qualified.

Order.

This day come the parties by their counsellors, and defendants by counsel withdraws the motion made on the 29th July, 1848, entered

on the 45 page of motion docket, and the same by leave of the court was withdrawn.

Afterwards, to wit, on the twenty-eighth day of August, in the year aforesaid, the following order was made by the court, to wit:—

Order.

This day come the parties by their counsellors, and defendant, Josiah S. Stafford, by counsel, move the court to vacate, annul, and set aside the order entered at rules, on the first Monday of July last, taking the complainants' bill pro confesso against him, because said order was prematurely and irregularly entered, and at a time when this defendant had pleaded to the bill; and further because this defendant was not held to be in contempt at the time that said order was made, which motion upon hearing was sustained.

Afterwards, to wit, on the twenty-ninth day of August, in the year aforesaid, the following order was made by the court, to wit:—

Order.

This day come the parties by their counsellors, and Josiah S. Stafford by counsel, and suggests to the honorable court that whereas the motion of the defendant, Josiah S. Stafford, to set aside the order taking the bill for confessed against him, has this day been sustained by the court; and as the solicitors for the complainants had withdrawn said order previously to the time when said motion was sustained, and whereas also two rule days have elapsed since the pleas of said Josiah S. Stafford was filed without the complainants having set the same down for argument, and without complainants having replied thereto, that they move this court, the truth and sufficiency of the said pleas having been admitted, that the bill be dismissed as of course upon hearing of this motion. It is considered that Josiah S. Stafford has no right to make a motion in the case, an attachment being out against him for a contempt of court, and therefore it is ordered by the court that said motion be dismissed.

Afterwards, to wit, on the fourth day of September, in the year aforesaid, the said Union Bank of Louisiana, by Ebenezer Allen and William G. Hale, their solicitors in this court, came into the said court here and filed their replication to the pleas of the said Josiah S. Stafford, one of the defendants to their said bill of complaint, in the words following, to wit:—

Replication.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.
In Chancery.

The replication of the Union Bank of Louisiana, complainants to the pleas of Josiah S. Stafford, one of the defendants to the bill of complaint of the said complainants.

These replicants, saving and reserving to themselves all and all manner of advantage of exception to the manifold insufficiencies of the said pleas, for replication thereunto say, that they will aver and prove their said bill to be true and certain; and that the said pleas of the said defendant are untrue, uncertain and insufficient in the law to be replied unto: without this, that any other matter or thing whatever in the said pleas contained, material or effectual in the law to be replied unto, confessed and avoided, traversed or denied, is true—all which matters and things these replicants are and will be ready to aver and prove as this honorable court shall direct, and humbly pray as in and by their said bill they have already prayed.

EBNR. ALLEN AND WILLIAM G. HALE,
Of Counsel for Compl'ts & Repl'ts.

Galveston, Sept. 1828.

Afterwards, to wit, on the seventh day of September, in the year aforesaid, the following notice was issued by the master in chancery of this court, to wit:

Notice.

UNION BANK OF LOUISIANA vs. JOSIAH S. STAFFORD et uxor. } U. S. District Court, Dist. Terms. In Equity.

On the coming in of the master's report upon the receiver's bill of charges in said cause, the solicitors for the defendants took exceptions to said report as on file, whereupon the court ordered that the receiver's account in said cause be re-referred to the master for further hearing, &c., as per order of court in said cause.

To Ovid F. Johnson, Ebenezer Allen, and William G. Hale, or either of them, solicitors for the complainants in said cause, and to William Alexander, or Hugh McQueen, solicitors for the defendants in said cause.

Take notice, that on the 8th day of September, 1848, at my office, in the city of Galveston, at 4 o'clock P. M., I appoint as the time and place for hearing the parties and proofs in relation to the bill of charges of Peter McGreal, receiver in said cause so re-referred to me as aforesaid.

THOS. BATES,
Galveston, Sept. 7th, 1848. *Master in Chancery.*

And was filed on the same day and year aforesaid, on which were the following endorsements, to wit:

Notice of the above motion and proceeding is hereby accepted on behalf of complainants.

O. F. JOHNSON.

Sept. 7, 1848.

Galveston, Sept. 7th, 1848. On this day I gave to Hugh McQueen, Esq., a true copy of the within.

F. H. MERRIMAN,
Attorney for Peter McGreal.

Sworn to before me this 7th December, 1848.

THOS. BATES,
Master, &c.

Afterwards, to wit, on the ninth day of September, in the year aforesaid, the following agreement was filed, to wit:

Agreement.

UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD et uxor.

We, the undersigned, solicitors for the complainants and for the defendants, and for Peter McGreal, receiver in said cause, hereby agree that the hearing on the exceptions and re-reference of said receiver's bill of account in said cause may be adjourned by the master to next week, Saturday, the 16th day of September, 1848—at which time we will appear at the master's office at 10 o'clock A. M., without further notice, for the purpose of trial or continuance upon cause then shown to the master.

H. McQUEEN,
Solicitor for Defendants.
O. F. JOHNSON,
Solicitor for Plaintiff.
F. H. MERRIMAN,
Solicitor for Receiver.

Galveston, Sept. 8th, 1848.

Afterwards, to wit, on the sixteenth day of September, in the year aforesaid, the following affidavit was filed, to wit:—

Affidavit.

THE UNION BANK OF LOUISIANA, Compl'ts,
vs.
JOSIAH S. STAFFORD AND WIFE, Def'ts.
} In Chancery.

In this case, Wm. Alexander, one of the solicitors for the defendants, states that upon his visit to Houston, some two weeks since, he unexpectedly found the defendant, Josiah S. Stafford, absent at Brazoria, and hence was unable to confer with him or to obtain from him such depositions as he had obtained, to be used before the master in the matter of reference of the account of Peter MacGreal, Esq., receiver in the above-entitled cause. He further states that since his visit aforesaid to Houston, he has either been confined from illness or has been in constant attendance upon the

3262.

sick, so as to be unable to attend to matters of business. He further states that E. M. Pease, Esq., the only com'r for Brazoria county, is absent, and that owing to the above circumstances and to the engagements of the undersigned, that he will be unable to see the defendants and to procure the necessary testimony to be used before the master, at an earlier period than the first Monday in November next, if so soon.

WM. ALEXANDER,
Of the Solicitors for Defendants.

Sworn to and subscribed before me, this 16th Sept., 1848.
THOS. BATES,
Master in Chancery.

Afterwards, to wit, on the sixteenth day of September, in the year aforesaid, the said complainants, by Ebenezer Allen and Wm. G. Hale, their solicitors in this court, came into the said court here and filed their replication to the answer of the said Jeanetta Kirkland, wife of Josiah S. Stafford, one of the defendants, to their bill of complaint, in the words following, to wit:—

Replication.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.
In Chancery.

The replication of the Union Bank of Louisiana, complainants, to the answer of Jeanetta Kirkland, one of the defendants, to the bill of complaint of the said complainants, answering by her next friend, John K. Mabray.

These replicants, saving and reserving to themselves all and all manner of advantage of exception to the manifold insufficiencies of the said answer, for replication thereunto say that they will aver and prove their said bill to be true and certain, and that the said answer of the said defendant is uncertain, untrue and insufficient in the law to be further replied unto. Without this, that any other matter or thing whatsoever in the said answer contained material or effectual in the law to be replied unto, confessed and avoided, traversed or denied, is true. All which matters and things these replicants are and will be ready to aver and prove, as this honorable court shall direct, and humbly pray as in and by their said bill they have already prayed.

EBN. ALLEN & WILLIAM G. HALE,
Of Counsel for Compl'ts and Repl'ts.

Galveston, Sept. 1848.

Afterwards, to wit, on the twenty-first day of September, in the year aforesaid, the following notice was issued by the master in chancery of this court, to wit:—

Notice.

UNION BANK OF LOUISIANA
vs.
STAFFORD AND WIFE.

Re-reference of account of Peter MacGreal, receiver.

Saturday, Sept. 16th, 1848.

Upon affidavit of defendants' counsellor, W. Alexander, the hearing of this reference is postponed until 1st Monday of Nov. next.

THOS. BATES,
Master, &c.

And was filed on the same day and year aforesaid, on which were the following endorsements, to wit:—

We acknowledge notice of the postponement on the above order of the master.

F. H. MERRIMAN,
Solicitor for Peter MacGreal.
H. McQUEEN,
Solicitor for J. S. Stafford and Wife.
O. F. JOHNSON,
Solicitor for Plaintiffs.

Galveston, Sept. 21st, 1848.

Afterwards, to wit, on the second day of October, in the year aforesaid, the said complainants, by Ebenezer Allen, and William G. Hale, their solicitors in this court, filed the following proposal for the appointment of a receiver, in the words following, to wit:

Proposals for the appointment of a Receiver.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA
AND
JOSIAH S. STAFFORD AND WIFE.
} In Chancery.

The Union Bank of Louisiana, the complainants in the above-entitled cause, upon the reference to the master to appoint a suitable person as receiver, in the place of Peter MacGreal, Esquire, proposes Henry B. Martin, Esq., as such receiver, under the order of the court, of the 26th day of August, 1848, and Henry Hubbell, John B. Jones, and Thomas F. McKinney, or any two of them as the sureties of the said receiver.

And the said Union Bank of Louisiana also shows and represents to the master, that it will appear by the bonds of the hirers taken by Peter MacGreal, Esq., as receiver in the said cause, and by the

affidavits of the defendants hereto now on file, that the total amount of the yearly rents and profits of the property in controversy, to wit, the negro slaves described in the bill of complaint, and their increase, does not exceed the sum of five thousand five hundred dollars.

EBN. ALLEN AND WILLIAM G. HALE,
Attorneys and Solicitors for the Compl'ts.

And in case the master should decline appointing the said Henry B. Martin as such receiver, the said Union Bank of Louisiana proposes Daniel J. Toler, and the same persons as above named for his sureties.

EBN. ALLEN AND WILLIAM G. HALE,
Attorneys and Solicitors for the Compl'ts.

Afterwards, to wit, on the thirteenth day of October, in the year aforesaid, the master in chancery made the following report, to wit:

Master's Report.

UNITED STATES OF AMERICA,
District of Texas.

THE UNION BANK OF LOUISIANA
vs.
STAFFORD AND WIFE.

Reference to master to appoint a receiver in the above-entitled case, in place of Peter MacGreal, the same having been brought before me by complainants' solicitors, on the 31st day of August, 1848, and the defendants failing to appear, the same is hereby adjourned until the rule day in October next, at the instance of complainants' solicitors, which time and place solicitors of defendants are to have notice.

THOMAS BATES,
Master, &c.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.

I, William G. Hale, one of the solicitors for the complainants in the above-entitled cause, being duly sworn, declare that I served Hugh McQueen, one of the solicitors for the defendants, with a true copy of the above order, on Thursday the 28th day of September, 1848.

WILLIAM G. HALE.

Sworn to and subscribed before me, this 2d October, 1848.
THOS. BATES,
Master in Chancery.

UNION BANK OF LOUISIANA
vs.
STAFFORD AND WIFE.

At the instance of defendants' solicitors, W. Alexander, this reference is adjourned until 11th inst., both parties having notice of the same.

THOS. BATES,
Master.

Report of Master.

SAME
vs.
SAME.

October 11th, 1848.

Present solicitors, Hale for complainant, and W. Alexander for defendants, and the undersigned master upon the propositions submitted to him, beg leave to report that A. Sidney Johnston should be appointed receiver in said cause, that he should give bond in the sum of six thousand dollars, with James B. Miller, Christopher Patton, Warren H. Manadue, D. Hardeman, Joel Spencer, Jonathan D. Waters, Leander McNeill, Chas. Power, R. M. Collins, Edward Purcell, or Robert J. Towns, or, any two or more of them as his security, and that said receiver should give the required bond by the first of Nov. next or sooner, and enter upon the discharge of his duty immediately after his bond shall have been filed and approved, and that said receiver be required to serve upon the terms of his propositions hereto attached (and referred to for more distinctness of the same).

The bond to be in form, such as was given by Peter MacGreal, Esq., former receiver in this cause. All of which is most respectfully submitted.

THOS. BATES,
Master in Chancery.

Proposition of Defendants for a Receiver.

Between—
THE UNION BANK OF LOUISIANA, complainants,
and
JOSIAH S. STAFFORD AND WIFE, defendants.

In Chancery.

To Thomas Bates, Esq., Master in Chancery. In the above-entitled cause, Wm. Alexander, one of the solicitors for the defendants, proposes to Thomas Bates, Esq., the master in chancery, to whom the matter of the appointment of a receiver (upon the resignation of Peter MacGreal, Esq.), stands referred, that General A. Sidney Johnston, of Brazoria county, Texas, be appointed receiver therein.

And he assigns the following in support of his appointment, to wit:

1. That he is a disinterested as to the event of the suit.
2. That he has consented to serve without charging any salary or any allowance of any sort beyond his actual expenditures under the order of the court.
3. That he resides in the county where the most of the property sued for has been and now is.
4. That he is able to furnish bond with any respectable sureties that may be required. And he here submits the names of James B. Miller, Christopher Patton, Warren H. Manadue, D. Hardeman, Joel Spencer, Jonathan D. Waters, Leander McNeil, Charles Power, R. M. Collins, Edward Purcell, and Robert J. Townes, or any two or more of them as his sureties, the last four sureties together with the said Spencer, or any two of them, having been approved by the report of the master in this cause, filed on Feb. 5th, 1848, as the sureties of Peter MacGreal at the instance of the solicitor or solicitors of the complainant.

W. ALEXANDER.

And the said Alexander, in behalf of the defendants, protests against the appointment of any non-resident of Brazoria County, or of any officer of this court or his deputy, as receiver in the above-styled cause, and will resist such appointment on the ground that it would cause good additional expense. And he hereby gives notice that in case any such appointment be made of an officer or deputy, that his right to any allowance beyond his fees as officer or deputy will be resisted, and that the defendants will not only resist his right to double fees, that is to say, as officer and as receiver also, but that they will resist his claim to any fees of any sort or description whatever; and that they will also, if necessary, consider an acceptance of such appointment of any officer or his deputy, as an abandonment and vacation of the office or deputyship that he previously held.

The solicitor aforesaid further suggests that no other appointment should be made than the one hereby proposed, unless the individual accepting it be disinterested as to the event of the suit, even as to costs, and unless he is willing to serve without salary or allowance for his personal services.

All of which is respectfully submitted.

W. ALEXANDER,
Of the Solicitors for the Defd'ts.

October 2d, 1848.

Entry on Order-Book.

Afterwards, to wit, on the thirteenth day of October, in the year aforesaid, the following entry was made in the order book of this court.

THE UNION BANK OF LOUISIANA
vs.
STAFFORD AND WIFE.

Master's report, appointing A. S. Johnson receiver.
Filed 13th October, 1848.

THOS. BATES,
Clerk.

Afterwards, to wit, on the seventeenth day of October, in the year aforesaid, the said complainants, by Ebenezer Allen and William G. Hale, their solicitors in this court, filed the following interrogatories to wit,

Interrogatories.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD and JEANETTA KIRKLAND, HIS WIFE, Defd'ts.

In Chancery.

Interrogatories to be administered to James Alexander MacWaters, a witness to be produced, sworn, and examined in a certain cause now depending and at issue in the District Court of the United States for the District of Texas, wherein the Union Bank of Louisiana are complainants and Josiah S. Stafford and Jeanetta Kirkland his wife are defendants, on the part of the complainants.

First. Are you acquainted with the parties defendant in the title to these interrogatories named, or either and which of them? How long have you been acquainted with them respectively? Declare the truth and your utmost knowledge, remembrance, and belief herein.

Second. When did you first visit Texas? At how many subsequent times, and when? Where do you now reside? Where have —usually resided for the last five years? Declare, etc.

Third. For what purposes and with what intention did you come to Texas? How long at any one time did you remain in that country? Declare, etc.

Fourth. How much land did you ever own in Texas? Where situated, and by what titles did you hold it? Declare, etc.

Fifth. How much land in Texas did you own on or before the ? In how many different tracts or parcels? In what county was each tract or parcel? Declare.

Sixth. By what titles from the sovereignty of the soil, the State of Coahuila and Texas, or the Republic of Texas, were each of the said tracts of land, so owned by you, severed from the public domain? Declare and specify distinctly.

Seventh. To whom were such titles originally issued? And by what mesne conveyances had the ownership passed to you? And state specifically as to each tract.

Eighth. Where were these mesne conveyances recorded, in what county? Declare, etc., and specify as to each tract.

Ninth. Did you receive any one or more of these tracts of land from Josiah S. Stafford or his said wife, or William M. Stafford? Declare, etc., and if so, state for what consideration.

Tenth. Did you purchase or otherwise obtain any one or more of these tracts of land, at the instance, or procurement, or in any by the influence and means of the said Josiah S. Stafford, or his said wife, or William M. Stafford? If so, state how many of the tracts, and how you obtained them, and for what consideration, and for what object. Declare, etc.

Eleventh. How many and which, if any, of the said tracts of land did you ever convey to William M. Stafford? State specifically.

Twelfth. When did you so convey the said tracts of land to William M. Stafford? Declare, etc.

Thirteenth. For what consideration was such conveyance made?

Fourteenth. If such conveyance was in writing, did you sign it with your own hand, and affix your seal thereto? Declare, etc.

Fifteenth. Where was such conveyance recorded, in what county or counties? Declare, etc.

Sixteenth. In what county or counties did the tracts of land so conveyed by you to the said William M. Stafford lie? Declare, etc.

Seventeenth. By what titles from the sovereignty of the soil, and what mesne conveyances were the said tracts of land so conveyed held by you? Declare, etc., and state specifically.

Eighteenth. What price or consideration had you actually paid for such tracts or parcels of lands so conveyed, and to whom? State specifically.

Nineteenth. Do you recollect a deed of trust said to be executed by William M. Stafford, in Texas, about the 9th day of April, A. D. 1845, wherein certain negro slaves were pretended to be conveyed to you in trust for Mrs. Jeanetta Kirkland Stafford, one of the defendants in this cause, and to her heirs that may be living at her death? If yea, state whether and how long such deed of trust or conveyance remained in your possession.

Twentieth. Who had said deed recorded? Who paid the expense of recording? In whose possession does said deed remain so far as you know? Declare, etc.

Twenty-first. How long a time, if at all, did you hold possession of the negro slaves mentioned in said conveyance or deed? When did you last have possession of the same, with the control and management thereof? Declare, etc.

Twenty-second. How much, if any, of the profits of the labor or the hire of the said slaves mentioned in the said deed have you re-

ceived? How much have you paid over, and to whom? Declare, etc.

Twenty-third. Where, if anywhere, did you employ the said slaves? To whom have you at any time hired them or any of them, and upon what contracts of hire? State specifically.

Twenty-fourth. In whose possession were said slaves when you left Texas. Declare, etc.

Twenty-sixth. Who has had the management and control of the said slaves besides yourselves? Declare, etc.

Twenty-seventh. Who brought or assisted in bringing the said slaves into Texas? When were they brought to Texas? For what declared object or reason were they brought to Texas? Declare, etc.

Twenty-eighth. What relation by blood is William M. Stafford, of Louisiana, to Josiah S. Stafford, of Texas? What relation or connection is or was Isaac Thomas, or Micah P. Flint, or Adelia E. Flint to Mrs. Jeanetta Kirkland Stafford, one of the defendants in this cause and wife of the said Josiah? Declare, etc.

Twenty-ninth. When did Mrs. Jeanetta Kirkland Stafford, one of the defendants hereto, arrive at the age of twenty-one years? Declare, etc.

Thirtieth. When did you last leave Texas? How soon and when after the 9th day of April, A. D. 1845, did you leave Texas? How much time in all have you spent in Texas since? Declare, etc.

Thirty-first and last. Do you know or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause or either of them, or that may be material to the subject of this your examination, or to the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

EBENEZER ALLEN & WM. G. HALE,
Solicitors and of Counsel for Complainants.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainant,
and
JOSIAH S. STAFFORD and JEANETTA KIRKLAND, his WIFE, Def'ts.

In Chancery.

Interrogatories to be administered to Charles S. Leckie, a witness to be produced, sworn, and examined in a certain cause now depending and at issue in the District Court of the United States for the district of Texas, wherein the Union Bank of Louisiana are complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, are defendants, on the part of the said complainants.

First. Do you know the parties defendant in the title to these interrogatories named, or either and which of them? How long

3266.

have you known them respectively? Declare the truth and your utmost knowledge, remembrance, and belief herein.

Second. Where did the said defendants or either of them reside when you knew them; in what place or places? When did they remove from each place? Declare, etc.

Third. When did Josiah S. Stafford above named remove to Texas? When did Mrs. Jeanetta Kirkland, his wife above named, remove to Texas? Declare, etc.

Fourth. What property did the said Josiah S. Stafford take or cause to be taken with him or for him to Texas? What and how many slaves did he take or cause to be taken with him or for him to Texas? Declare, etc.

Fifth. How many of the slaves so taken were mortgaged, and if so, to what person or corporation? Declare, etc.

Sixth. How many of the negro slaves taken by the said Josiah S. Stafford, or with him, or for him to Texas, were considered liable to be seized upon execution or by executory process in Louisiana? What appeared to be the general opinion as to the probability of their being so seized? What did Josiah S. Stafford appear to think respecting it? What did he say? Declare, etc.

Seventh. How and when was the removal of the said slaves effected? Who took part in effecting it? Declare, etc.

Eighth. How many of the said slaves had been mortgaged to the said Union Bank of Louisiana? Declare, etc.

Ninth. What appeared to be the motive or object of the removal of the said slaves? Declare, etc.

Tenth. What relation by blood is William M. Stafford, of Louisiana, to the said Josiah S. Stafford? What relation or connection is or was Isaac Thomas, or Micah P. Flint, or Adelia E. Flint to Mrs. Jeanetta Kirkland, wife of the said Josiah? Declare, etc.

Eleventh. When did the said Mrs. Jeanetta Kirkland attain the age of twenty-one years? Declare, etc.

Twelfth and last. Do you know or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause or either of them, or which may be material to the subject of this your examination or to the matters at issue in this cause? If yea, set forth the same fully and at large in your answer.

EBENEZER ALLEN & WM. G. HALE,
Solicitors and of Counsel for Complainants.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Compl'ts,
and
JOSIAH S. STAFFORD and JEANETTA K. STAFFORD, his WIFE, Def'ts.

In Chancery.

Interrogatories to be administered to William Cheney, Denoudy,

Robbinet, Roberts, James Lloyd, Crawford, Brown, Nat or Nathaniel Mitchell, Jesse Kirkland, Bushner, Wittleton, Hagar, James D. Spurlock; the Christian names of some of whom are unknown to the complainants in this cause; witnesses to be produced, sworn, and examined in a certain cause now depending and at issue in the District Court of the United States for the District of Texas, wherein the Union Bank of Louisiana are complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, are defendants, on the part of the said complainants.

First. Do you know the parties defendant in the title to these interrogatories named, or either and which of them? How long have you known them respectively? Declare the truth and the utmost of your knowledge, remembrance and belief herein.

Second. Where did the defendants, or either of them, reside when you knew them? How long did they reside there, and in each place? When did they remove from each place? Declare, etc.

Third. When did Josiah S. Stafford remove to Texas? When did Mrs. Jeanetta Kirkland, his wife, remove to Texas? Declare.

Fourth. What circumstances caused the defendants to remove to Texas? State specifically.

Fifth. What property did Josiah S. Stafford take with him, or cause to be taken for him to Texas, at the time of his removal? How many negro slaves did he take or cause to be taken to Texas at that or any subsequent time?

Sixth. Were any of the negro slaves so taken children under eight years of age? Declare, etc.

Seventh. How many of the slaves so taken to Texas were mortgaged? and to what person or corporation? Declare, etc.

Eighth. How was the removal of the said slaves from Louisiana to Texas made or effected? Declare, etc.

Ninth. Where was William M. Stafford at and during the time that the said slaves were removed to Texas?

Tenth. What relation by blood is William M. Stafford to Josiah S. Stafford above named? Declare, etc.

Eleventh. When did Mrs. Jeanetta Kirkland, wife of the said Josiah, attain the age of twenty-one years? Declare, etc.

Twelfth. How many of the negro slaves taken by Josiah S. Stafford, or for him or with him, to Texas, were considered to be in danger of being seized upon execution or executory process in Louisiana? What appeared to be the general opinion as to the probability of their being so seized? What did Josiah S. Stafford appear to think respecting this? What did he say? Declare, etc.

Thirteenth. How many of the said slaves had been in the possession of Josiah S. Stafford and his said wife at any time previously to their said removal, and how many particularly in 1837 and 1841? Declare, etc.

Fourteenth. What relation or connection is or was Isaac Thomas,

Micah P. Flint, or Adelia E. Flint, to either of the said defendants? Declare, etc.

Fifteenth and last. Do you know, or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or to the matters at issue in this cause? If yea, set forth the same fully and at large in your answer.

EBN. ALLEN & WM. G. HALE.
Solicitors and of Counsel for Compl'ts.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.
In Chancery.

Interrogatories to be administered to Frederic Frey and George Alfred Freret, witnesses to be produced, sworn and examined, in a certain cause now depending and at issue in the District Court of the United States, for the District of Texas, wherein the Union Bank of Louisiana are complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, are defendants, on the part of the complainants.

First. Do you know the parties defendant in the title to these interrogatories named, or either of them, and which? How long have you known them respectively? Declare the truth and your utmost knowledge, remembrance and belief herein.

Second. Are you acquainted or not with the affairs and business of the Union Bank of Louisiana, named in the title to these interrogatories, and the manner in which that business has been transacted? If yea, how long have you been so acquainted and what have been your means or opportunities for obtaining such acquaintance? Declare, etc.

Third. Are you or not a stockholder in the said Union Bank of Louisiana, or interested in the event of this cause? Declare, etc.

Fourth. When, if ever, did the said Josiah S. Stafford, and his said wife, apply to the said bank for a loan of money? How and to whom did he or they make such an application? For what amount to be so loaned did he or they apply? What security did he or they offer for the repayment of such amount? And when was such application accepted? Declare, etc.

Fifth. Have you or not access to the books of the said bank, and are you acquainted with the entries they contain with relation to the said loan? If yea, state what amount was passed to the credit of the said Josiah S. Stafford upon the books of the said bank in

consequence of the acceptance of the application aforesaid? If the amount so passed to the credit of the said Josiah or his said wife be less than the amount of the loan agreed upon, how was the difference occasioned. Declare, etc.

Sixth. How did the said Josiah draw from the said bank the amount so passed to his credit? What voucher has the said bank for such draft? If a check, how and when was such check satisfied? Annex a true copy of such check.

Seventh. How and by what written instruments did the said Josiah and his said wife secure the re-payment of the amount of the said loan to the said bank? If by an obligation and mortgage, annex the original of the obligation, and state whether you know the hand writing of the parties: or if you cannot annex the original, state the cause and annex a true copy thereof. Who acted on behalf of the said Josiah and his said wife in executing the obligation and mortgage? By what authority did he so act, and when were the same executed? Declare, etc.

Eighth. How were the terms, provisions and stipulations of the said obligation and mortgage observed on the part of the said Josiah and his said wife? How much, if any, of the said amount secured thereby was paid to the said bank at the time stipulated in the said obligation? If none, what excuse or defence did the said defendants make for their failure? And when did the grounds of such excuse or defence first become known to the directors or officers of the said bank? Declare, etc.

Ninth. What was proposed on the part of the defendants as a settlement or compromise of the difficulty? What were the terms of that settlement, and the reasons which induced the directors of the bank to agree to them? at whose solicitation principally was the settlement made? If at the solicitation of Josiah S. Stafford, or Isaac Thomas, by whose instance and procurement did they or either of them act, that of the bank, or that of their friends and themselves? What part did Mrs. Jeanetta K. Stafford take in the negotiations and in effecting the settlement, and what part did her friends take for her? Declare, etc.

Tenth. What instruments in writing, obligations, notes, mortgages, or other written contracts were executed by the said defendants or either of them in pursuance of such settlement? If any money, obligation, or promissory notes, annex the originals hereto, if you may rightly do so, and state whether you know the handwriting of the parties signing the same? If you cannot annex the originals, annex true copies thereof.

Eleventh. How were the terms of the new agreement or settlement and of the obligation complied with on the part of the defendants? How much of the amount by such obligation acknowledged to be due to the said bank was paid by the defendants or either of them? If none, what steps were taken by the directors and officers of the said bank to compel such payment: and what was the conduct of the de-

3268.

fendants thereupon, and what new arrangement did they propose, and on what terms, and by whom to be fulfilled?

Twelfth. How far were the terms of this new arrangement complied with? How much money was received, and when, and how by the said bank in consequence thereof? What failure occurred on the part of William M. Stafford in complying with such arrangement, and when? What did he propose to the directors of the said bank, when did he make such proposal, and what did they determine to do? Declare, etc.

Thirteenth. What became of the slaves mortgaged to the said bank by Josiah S. Stafford and his said wife? When were they removed from the State of Louisiana, and by whom? When did Josiah S. Stafford leave the State of Louisiana, and for what other State, or country? Declare, etc.

Fourteenth. How much did the land mortgaged to the said bank sell for? Who bid it in, and for whom? What were the net amount of the sales, and why was the net amount different from the gross amount? What is the present indebtedness of Josiah S. Stafford and his said wife to the said bank, as it appears from the books thereof? Annex an account of such indebtedness, allowing all offsets for money received by the bank towards extinguishing such indebtedness. Has the bank yet succeeded in selling the land mortgaged and purchased on its account, or what disposition has been made of it? Declare, etc.

Fifteenth. When did Mrs. Jeanetta Kirkland, above named, attain the age of twenty-one years? Declare, etc.

Sixteenth and last. Do you know, or can you set forth any other matter or thing, which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or to the matters at issue in this cause? If yea, set forth the same fully and at large in your answer.

EBN. ALLEN AND WM. G HALE,
Solicitors and of Counsel for Compl'ts.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
AND
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.

In Chancery.

Interrogatories to be administered to Lucien Herman, and Charles S. Lee, witnesses to be produced, sworn and examined in a certain cause now depending and at issue in the District Court of the United States for the District of Texas, wherein the Union Bank of Louisiana are complainants and Josiah S. Stafford and Jeanetta Kirkland, his wife, are defendants, on the part of the complainants.

First. Do you know the parties defendant in the title to these interrogatories named, or either and which of them? How long have you known them respectively? Declare the truth and your utmost knowledge, remembrance, and belief herein.

Second. Did you hold any position in the firm of Thomas Barrett and Co., and if so, what position? What facilities or opportunities for becoming acquainted with the business of the said firm before the 1st of July, 1837, have you had? What is your actual acquaintance with such business? Declare, etc.

Third. Were Josiah S. Stafford and his said wife, or either of them ever indebted, before the 29th of June, A. D. 1837, to the said firm of Thomas Barrett and Co.? Refer, if you can, to the books of the said firm, and state to the best of your knowledge, remembrance, and belief, when such indebtedness first accrued? How, on what account, and for what consideration furnished by the said firm, did such indebtedness arise? In what business relation did the said Josiah and his said wife stand to the said firm? Declare, etc.

Fourth. Of what description and nature generally were the articles, goods, and wares furnished by the said firm to the said Josiah and his said wife? For what purposes were they apparently intended? What articles among them were apparently intended for the use exclusively of Mrs. Jeanetta K. Stafford, one of the defendants hereto? What articles of household furniture and the finer kind of dry goods were furnished to the said defendants, by the said firm and of what total value were they? Declare, etc.

Fifth. On the 20th of June, 1837, how much of the liabilities of the said defendants or either of them to the said firm were past due, of what total amount? What rate of interest was it customary for factors, or mercantile houses in the same relative position as the said firm of Barrett and Co., to charge upon the indebtedness of planters to them? What rate of interest had been charged by the said firm upon the indebtedness of the said defendants or either of them? Declare, etc.

Sixth. What entry is made upon the books of the firm, on or about the 29th day of June, 1837, to the credit of the said Josiah S. Stafford, how did that credit arise? After that credit was made, was there or not a balance due to the said firm from the said defendants or either of them, and if so, how was such balance settled? Declare, etc.

Seventh. When did Mrs. Jeanetta Kirkland, above named, attain the age of twenty-one years? Declare, etc.

Eighth. In whose handwriting is the entry referred to in the sixth interrogatory? Declare, etc.

Ninth and last. Do you know, or can you set forth, any other matter or thing, which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or to the matters at issue in

3269.

this cause? If yea, set forth the same fully and at large in your answer.

EBR. ALLEN AND WM. G. HALE,
Solicitors and of Counsel for Compl'ts.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.

In Chancery.

Interrogatories to be administered to Henry Hoffmeyer, a witness to be produced, sworn, and examined in a certain cause now depending in the District Court of the United States, wherein the Union Bank of Louisiana are complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, are defendants, on the part of the complainants.

First. Do you know the parties defendant in the title to these interrogatories named, or either and which of them? How long have you known them respectively? Declare the truth and your utmost knowledge, remembrance, and belief herein.

Second. In whose possession are the books of the firm of Thomas Barrett & Co., of New Orleans? If in yours, state how they came into your possession. Declare, etc.

Third. Among the accounts in the said books do you find an account of the said firm with Josiah S. Stafford and his said wife or either of them? When does that account commence and when was it closed? Of what items generally is it composed? Of what articles, goods, wares, or cash are generally charged to the said defendants or either of them? For what purposes should you judge those articles, etc., were intended by the said defendants? Are there any charges of furniture, fine dry-goods, silks, satins, muslins, or cash, and if so to what amount? Declare, etc.

Fourth. What appears to have been the rate of interest charged on the indebtedness of the said defendants or either of them to the said firm after it had become due? How much appears to be due to the said firm on the 20th and the 29th of June, 1837, from the said defendants or either of them? What entry do you find to the credit of the said defendants or either of them, on or about the 29th of June, 1837? How does the balance, if any, appear to have been settled? Declare, etc.

Fifth. Do you know or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause or either of them, or that may be material to the subject

of this your examination or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

EBENEZER ALLEN & WM. G. HALE,
Solicitors and of Counsel for Complainants.

Afterwards, to wit, on the seventeenth day of October, in the year aforesaid, the following entry was made in the order book of this court, to wit:—

Entry of Notice.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.

To Josiah S. Stafford and Jeanetta Kirkland, his wife, or John W. Harris, Hugh McQueen or William Alexander, solicitors for the above-named defendants.

MADAM AND GENTLEMEN:—

Please to take notice that we have this day, the 17th October, 1848, filed in the Clerk's office, interrogatories to be administered to James Alexander McWaters; Henry Hoffmeyer; Lucien Herman, and Charles S. Lee; Frederick Frey, and George Alfred Freret; William Cheney; Denouddy; Robinet; Roberts; James Lloyd; Crawford Brown; Nat, or Nathaniel Mitchell; Jesse Kirkland; Wittleton; Bushner; Hagar and James D. Spurlock, and Charles S. Leckie, witnesses to be produced, sworn, and examined in the above entitled cause, on the part of the complainants, and that, at the expiration of ten days from the time of this notice, now given to you, we shall proceed to take out a commission to take their testimony accordingly, so that if you desire to file cross-interrogatories, you must do so before the expiration of the time above limited.

EBR. ALLEN AND WILLIAM G. HALE,
Solicitors and of Counsel for Complainants.

October 17th, 1848.

Afterwards, to wit, on the 20th day of October, in the year aforesaid, the said complainants, by Ebenezer Allen and William G. Hale, their solicitors in this court, filed the following interrogatories, to wit:—

1770.

Interrogatories.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between

THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, his WIFE, Def'ts.

In Chancery.

Interrogatories to be administered to Gilbert F. Leonard, David S. Terry, John O. Winburn, and Edward Bradley, witnesses to be produced, sworn, and examined in a certain cause, now depending and at issue, in the District Court of the United States, for the District of Texas, wherein the Union Bank of Louisiana are complainants, and Josiah S. Stafford, and Jeanetta Kirkland, his wife, are defendants, on the part of the said complainants.

First. Do you know the parties defendant in the title to these interrogatories named, or either and which of them? How long have you known them respectively? Declare the truth, and your utmost knowledge, remembrance, and belief herein.

Second. When did Josiah S. Stafford, above named, first come to Texas to remain? In what counties did he remain in Texas? From what other State did he come, and by what route? Declare, etc.

Third. Look at the following list, and state what slaves you have known in the possession of the said Josiah or his said wife, or either of them, or under their control, corresponding to those described in the said list. Where did you know such slaves, and when?

Little Ben, *now*, i. e., in 1848, aged about 31 years; William ———; Friday, 35; Bob Davenport, 32; Sam M'Clure, 39; Peter, 44; Lewis Blacksmith, 40; Paul, 47; Jacob, 51; Jack, 49; Alonzo, 37; Perry, 27; Sam Rogers, 43; Little Sam, 28; Jim, 27; Pierre, 29; Stephen, 28; Austin, 29; Little Lewis, 27; George Lee, 31; Edmund Bell, 39; Willis, 35; Lewis, 28; Ben McClure, 25; Britton, 34; Frank, 30; Zachariah Carpenter, 42; Ned, 27; Philip, 66; Jerry, 61; Blaize, 61; Alfred, 28; Albert, 26; Wallace, 28; Henry, 41; Lewis Rogers, 46; Tom, 28; George, 24; Dublin, 39; Maria, 46; and her two children, Louisa and Eliza; Cloe, 36; Charlotte, 18; Palsey, 16; Fanny, 47; and her child Amanda, 15; Big Jane, 48, and her three children, Margaret 21, Manuel 19, and Washington 13; Old Harriet, 35, her child Philip, 22; Vicey, 37, and her two children, Peggy 17, and John Dixon, 12; Henry, 30, and her child Charles, 11; Clarissa, 32; Anny, 30, and her child Aaron, 11; Jane, 29, and her child Harriet, 11; Jenny, 61; Charlotte, 28; Mary, 42, and her two children, Juliet, 21, and Mary, 14; Hortense, 38, and her two children, Nannette, 22, and Mary Ann, 16; Caroline, 31; Mary Haie, 29; Big Mary, 47; Sally, 27; Pleasant, 27; Violet, 28; Hester, 45; Big Charlotte, 46; America, 32; Elvira, 29; Minerva, 27;

Cynthia, 49; Minty, 26; Judy, 33, and her two children, Maria 14, and Tom 11; Maria Johnson, 30; her child Lavina, 11; Daphne, 29; her child Lemos, 11; Charity, 51; Venus, 28; Louisa, 26; Sarah, 23; Benc, 26; Bob, 32; Dick, 28; Nancy, 26; Benk, 26; Solomon, 21, and Richard 19. Declare, etc.

Fourth. What negro slaves in the possession or under the control of Josiah S. Stafford, above named, and his said wife, or either of them, did you know in Texas, who would now be under the age of eleven years? Describe them by name and state if they were generally reputed or considered as the children of any of those in the foregoing list? Declare, etc.

Fifth. Where, at what several different places, plantations, and counties were the said negro slaves, or any of them, under the control or in the possession of the said Josiah, employed or worked? How, in what business or occupation, were they employed during all the time you knew them? By whom were they actually worked or employed? Declare, etc.

Sixth. Who appeared to have the general management and control of the negro slaves named in the foregoing list, or such of them as you knew? Who hired them out? Who received the payment for their hire? Who acted as owner with respect to them? Declare, etc.

Seventh. In what relation or capacity, or in what office did you ever act with respect to the said slaves? Who engaged you so to act? Who paid or compensated you for your service? Declare, etc.

Eighth. What ones of the said slaves were ever sold in Texas? By whom were they sold? Who received the purchase money? What do you know respecting the sale of two of them in Eastern Texas, and of one to a person of Peach Creek? State specifically.

Ninth. What suits to your knowledge have been instituted in Texas, by the Union Bank of Louisiana, or any other bank of another State than Texas, in order to obtain payments of debts alleged to be due to them from the said Josiah and his said wife, out of the proceeds of the sale of the said slaves or any of them? Declare, etc.

Tenth. When and in what counties have such suits been instituted? By what bank or banks? Declare, etc.

Eleventh. How many of the said slaves have ever, before February, 1848, been seized by virtue of a writ issuing from any court in this country? Declare, etc.

Twelfth. When a writ of sequestration issued from the District Court for the county of Brazoria, at the suit of the said Union Bank of Louisiana, for the seizure of the said slaves, or some of them, what measures, steps, or precautions were taken by the said Josiah S. Stafford, or any other person, to prevent the execution of such writ, and the seizure aforesaid? State particularly.

Thirteenth. What did you ever hear the said Josiah or his said wife say about their difficulties in Louisiana? What did you ever hear either of them say about their mortgages to any of the banks

of Louisiana? What did you ever hear either of them say about their object or reasons for coming to Texas? Declare, etc.

Fourteenth. What did you ever hear the said Josiah say about what he would do to prevent a seizure and sale of any of the said slaves at the suit of his creditors in Louisiana, or of any of the banks of Louisiana? State specifically.

Fifteenth. How long at any one time have the said negro slaves been all together, and when? How long have any large number of them, say forty or fifty, been worked together? By whom have they been so worked and when? Declare, etc.

Sixteenth. How long a time has James Alexander McWaters had the control, disposition, and management of the said negroes, or any and which of them? From what time to what time? Declare, etc.

Seventeenth. State what you heard the said Josiah S. Stafford, some time in February, or March 1848, in the office of Peter MacGreal, Esq., at Brazoria, or elsewhere, respecting the Federal Court at Galveston—the reluctance he felt to having the suit of the said Union Bank of Louisiana against himself and his said wife, tried in that court, and the like.

Eighteenth and last. Do you know, or can you set forth any other matter or thing, which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or to the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

EBN. ALLEN AND WM. G. HALE,
Solicitors and of Counsel for Orators.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.

In Chancery.

Interrogatories to be administered to George William Pendexter, a witness to be produced, sworn, and examined in a certain cause, now depending and at issue in the District Court of the United States for the District of Texas, wherein the Union Bank of Louisiana are complainants, and Josiah S. Stafford and Jeanetta Kirkland his wife, are defendants, on the part of the complainants.

First. Do you know the parties defendant in the title to the interrogatories named, or either and which of them? How long have you known them respectively? Declare the truth and your utmost knowledge, remembrance, and belief herein.

Second. What do you know respecting the claim which any person in Eastern Texas pretended or pretends to have to the ownership of

any negro slaves by reason of a purchase from Josiah S. Stafford? State particularly.

Third. How did any such person allege that he made such purchase, and when?

Fourth. How did such person express himself respecting the seizure of such negro slaves at the suit of the Union Bank of Louisiana or any other creditor of the said Josiah? What did he say he would do to prevent such seizure? Declare, etc.

Fifth. What circumstance or intelligence excited such person to express himself in such way, or to use such language? What appeared to cause him apprehension? Declare, etc.

Sixth and last. Do you know, or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

EBN. ALLEN AND WM. G. HALE,
Solicitors and of Counsel for Complainants.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between

THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.

In Chancery.

Interrogatories to be administered to Eli, Mercer, Samuel Damon, Alexander Compton, W. H. Manidue, or Manadue, —— Bowman, Nathaniel Williams, R. Lockhart, Andrew Moore, T. D. Hall, and Leander H. MacNeill, witnesses to be produced, sworn, and examined in a certain cause, now depending and at issue in the District Court of the United States for the District of Texas, wherein the Union Bank of Louisiana are defendants, on the part of the complainants.

First. Do you know the parties defendant in the title to these interrogatories named, or either and which of them? How long have you known them respectively? Declare the truth and your utmost knowledge, remembrance, and belief herein.

Second. When did the said Josiah S. Stafford come to Texas? When did you first see him in Texas, and where? What did he state as his reasons for coming to Texas? State particularly.

Third. When did William M. Stafford come to Texas, after the coming of the said Josiah? For what purpose did the said William appear to have come? In what occupation or employment did he engage in Texas? Declare, etc.

Fourth. What relation by blood is the said William to the said Josiah? Declare, etc.

Fifth. In what business, employment or occupation did the said

Josiah engage in Texas? What tract of land did he purchase therein? Where did first stop or settle? Where next? In what counties did he remain while in Texas, and when did he remove from one county to another? Declare, etc.

Sixth. About how many slaves did Josiah S. Stafford above named, bring or cause to be brought into Texas? How many had he in his possession, under his control, or at his disposition, when you knew him? Declare, etc.

Seventh. How many of the slaves in the possession of the said Josiah or of his said wife, or under the control and at the disposition of them or either of them, when you knew them in Texas, corresponded in name and age to those described in the following list, and to which of these in the following list? Declare, etc.

Little Ben, *now*, i. e., in 1848, aged about 31 years; William, about—; Friday, about 35; Bob Davenport, 32; Sam McClure, 39; Peter, 44; Lewis Blacksmith, 40; Paul, 47; Jacob, 51; Jack, 49; Alonzo, 37; Perry, 27; Sam Rogers, 43; Little Sam, 28; Jim, 27; Pierre, 29; Stephen, 28; Austin, 29; Little Lewis, 27; George Lee, 31; Edmund Bell, 39; Willis, 35; Lewis, 28; Ben McClure, 25; Britton, 34; Frank, 30; Zachariah Carpenter, 42; Ned, 27; Philip, 66; Jerry, 61; Blaize, 61; Alfred, 28; Albert, 26; Wallace, 28; Henry, 41; Lewis Rogers, 46; Tom, 28; George, 24; Dublin, 39; Maria, 46, and her two children, Louisa and Eliza; Cloe, 36; Charlotte, 18; and Patsey, 16; Fanny, 47, and her child, Amanda, 15; Big Jane, 48, her three children, Margaret 21, Manuel 19, and Washington 13; Old Harriet, 35, her child Philip, 22; Vicey, 37, and her two children, Peggy 17, and John Dixon, 12; Henry, 30, and her child, Charles, 11; Clarissa, 32; Amy, 30, and her child, Aaron, 11; Jane, 29, and her child, Harriet, 11; Jenny, 61; Charlotte, 28; Mary, 42, and her two children, Juliet, 21, and Mary, 14; Hortense, 38, and her two children, Nannette, 22, and Mary Ann, 16; Caroline, 31; Mary Haie, 29; Big Mary, 47; Sally, 27; Pleasant, 27; Violet, 28; Hester, 45; Big Charlotte, 40; America, 32; Elvira, 29; Minerva, 27; Cynthia, 49; Minty, 26; Judy, 33, and her two children, Maria, 14, and Tom, 11; Maria Johnson, 30, and her child Lavinia, 11; Daphne, 29, her child Lemas, 11; Charity, 51; Venus, 28; Louisa, 26; Sarah, 23; Benc, 26; Bob, 32; Dick, 28; Nancy, 26; Benk, 26; Solomon, 21; and Richard, 19.

Eighth. If any of those negro slaves in the possession or under the control or at the disposition of the said Josiah or his said wife or either of them, whom you knew by name, differed in age but corresponded in name with those described in the foregoing list, state which of those so corresponded in name and differed in age. When did you know those slaves? Of what age was each one, describing him or her by name, at the time when you know him or her? Of what age would each one *now* be? Declare, etc.

Ninth. What negro slaves in the possession or under the control or at the disposition of the said Josiah and his said wife, or either of

them, did you know, who would now be under the age of eleven years? Describe them by names and state if they were generally reputed or considered as the children of any of those named in the foregoing list? Declare, etc.

Tenth. Where, at what different places, plantations, and counties were the said negro slaves so in the possession or under the control or at the disposition of the said Josiah and his said wife, or either of them, employed or worked? How, in what business or occupation were they employed, during all the time you knew them? By whom were they actually worked or employed? Declare, etc.

Eleventh. To whom were the said slaves and each of them hired out? Who hired them out? Who made the contracts of hire? Who received or demanded payment for their hire? State specifically for all the time you knew them.

Twelfth. What suits to your knowledge have been instituted by persons or corporations in other States, claiming to be creditors of the said Josiah and his said wife, or either of them, in order to obtain payment of their alleged debt out of the value or proceeds of sale of the said slaves or any of them? Declare, etc.

Thirteenth. When and in what counties have such suits been instituted? By what person or corporation?

Fourteenth. How many of the said negro slaves have ever, before February, 1848, ever been seized in Texas, by virtue of a writ issuing from any court in this country? Declare, etc.

Fifteenth. When a writ of sequestration issued from the District Court for the county of Brazoria for the seizure of the said slaves or some of them, what measures were taken by Josiah S. Stafford, or by those persons in whose possession the said slaves or any of them were, to aid or prevent the execution of such writ?

Sixteenth. Where were the said slaves at the time when the sheriff of Brazoria county first attempted to seize them under a writ of sequestration issued at the suit of the Union Bank of Louisiana? Where were they when he again attempted to seize them? What causes prevented him from effecting the seizure? Declare, etc.

Seventeenth. What did you ever hear the said Josiah S. Stafford, or his said wife, say about their difficulties in Louisiana, and their reasons for leaving that State? What did you ever hear either of them say about their mortgages to any of the banks of Louisiana? What did you ever hear either of them say respecting their course, or their intentions, if suit should be instituted against them upon mortgages made in Louisiana? Declare, etc.

Eighteenth. What did Josiah S. Stafford ever say he would do to prevent the seizure of the said slaves, at the suit of any or some bank in Louisiana, and what bank? Declare, etc.

Nineteenth. How many of the said slaves have you had in your possession? Who put them in your possession? To whom did you deliver them again? Declare, etc.

Twentieth. How many of the said slaves have been hired out to

3273

you? For what length of time? By whom? Who received payment for the hire?

Twenty-first. How many of the said slaves were hired out to you before and on the 1st day of January, 1848? and how many before the 5th of February, 1848? and how many before the 1st of March, 1848? Declare, etc.

Twenty-second. What were or are the names of the slaves so hired out to you before the 1st of March, 1848? Who hired them to you? Set forth the terms of the contract of hire, and state whether it was in writing or not. How long was the hiring to continue? Declare, etc.

Twenty-third. To whom are you to pay the hire by the terms of the contract? Who has the right to dissolve the contract? How much was the rate of hire for each of the said slaves? How and when was it agreed it should be paid?

Twenty-fourth. Do you know one James Alexander McWaters? If so, in what employment or occupation was he engaged in Texas? When did you know him in Texas? For what apparent or avowed purpose did he come to Texas? How long did he remain?

Twenty-fifth. By what route did the said Josiah S. Stafford come to Texas, and when?

Twenty-sixth and last. Do you know, or can you set forth any matter, cause or thing, which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

EBN. ALLEN, AND WM. G. HALE,
Solicitors and of Counsel for Compl't's.

Afterwards, to wit, on the twentieth day of October, in the year aforesaid, the following entry was made in the order book of this court, to wit:

Notice in Entry Book.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.

To Josiah S. Stafford, and Jeanetta Kirkland, his wife, or John W. Harris, Hugh McQueen, or William Alexander, solicitors of the above-named defendants.

MADAM AND GENTLEMEN:

Please to take notice that I have this day, the twentieth day of October, A. D. 1848, filed in the clerk's office of the above-named court, interrogatories to be administered to Eli Mercer, Samuel

Damon, Alexander Compton, W. H. Manidue or Manadue, Bowman, Nathaniel Williams, R. Lockhart, Andrew Moore, T. D. Hall, Leander H. McNeil, George William Pendexter, Gilbert F. Leonard, David S. Terry, John O. Windburn and Edward Bradley, witnesses to be produced, sworn and examined in the above entitled cause, on the part of the complainants, and that after the expiration of the time of ten days from the time of the notice now given to you, I shall proceed to take out a commission to take their testimony accordingly, so that if you desire to file cross interrogatories, you will do so before the expiration of the time above limited.

WM. G. HALE,
Solicitor for Compl'ts.

Galveston, Oct. 20, 1848.

Afterwards, to wit, on the second day of November, in the year aforesaid, the following affidavits were filed, to wit:

Affidavit.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.

In Chancery.

To Josiah S. Stafford, and Jeanetta Kirkland, his wife, or John W. Harris, Hugh McQueen, or William Alexander, solicitors of the above-named defendants.

MADAM AND GENTLEMEN:

Please to take notice, that I have this day, the twentieth day of October, A. D. 1848, filed in the clerk's office of the above-named court, interrogatories to be administered to Eli Mercer, Samuel Damon, Alexander Compton, W. H. Manidue, or Manadue, ——— Bowman, Nathaniel Williams, R. Lockhart, Andrew Moore, T. D. Hall, Leander S. McNeil, George William Pendexter, Gilbert F. Leonard, David S. Terry, John O. Windburn, and Edward Bradley, witnesses to be produced, sworn, and examined in the above entitled cause, on the part of the complainants, and that after the expiration of the time of ten days from the time of the notice now given to you, I shall proceed to take out a commission to take their testimony accordingly, so that if you desire to file cross interrogatories, you will do so before the expiration of the time above limited.

WM G. HALE,
Solicitor for Compl'ts.

Galveston, Oct. 20, 1848.

UNITED STATES OF AMERICA,
District of Texas.

I, William G. Hale, solicitor for the complainants in the above-entitled cause, make oath and say, that I served a correct copy of the above notice on William Alexander, one of the solicitors for the said defendants on the twentieth day of October, A. D. 1848.

Subscribed and sworn to this 1st day of November, 1848, before me.

A. M. HUGHES, *Com'r.*

Notice.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.

In Chancery.

To Josiah S. Stafford, and Jeanetta Kirkland, his wife, or John W. Harris, Hugh McQueen, or William Alexander, solicitors for the above-named defendants.

MADAM AND GENTLEMEN:

Please to take notice that we have this day, the 17th of October, 1848, filed in the clerk's office, interrogatories to be administered to James Alexander McWaters, Henry Hoffmeyer, Lucien Hermann, and Charles S. Lee, Frederic Frey, and George Alfred Freret, William Cheney, ——— Denouddy, ——— Robbinet, ——— Roberts, James Lloyd, Crawford Brown, Nat or Nathaniel Mitchell, Jesse Kirkland, ——— Wittleton, ——— Bushner, ——— Hagar, and James D. Spurlock, and Charles S. Leckie, witnesses to be produced, sworn, and examined in the above-entitled cause, on the part of the complainants; and that at the expiration of ten days from the time of this notice now given to you, we shall proceed to take out a commission to take their testimony accordingly, so that if you desire to file cross interrogatories, you must do so before the expiration of the time above limited.

EBN. ALLEN AND WM. G. HALE,
Solicitors and of Counsel for Compl'ts.

Galveston, Oct. 17th, 1848.

UNITED STATES OF AMERICA,
District of Texas.

I, William G. Hale, one of the solicitors of the complainants in the above-entitled cause, make oath and say, that I served a true copy of the above notice on William Alexander, one of the solicitors of the defendants in the said cause, on the seventeenth day of October, A. D. 1848.

Subscribed and sworn to before me, this 1st day of November, 1848.

A. M. HUGHES, *Com'r.*

Afterwards, to wit, on the second day of November, in the year aforesaid, the said complainants, by William G. Hale, their solicitor in this court, made application to the clerk of the said court for the issuance of commissions in the words following, to wit:

Application for issuance of Commissions.

Between

THE UNION BANK OF LOUISIANA
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE.

In Chancery.

To the clerk of the District Court of the United States for the District of Texas.

Sir:—Please to issue commissions in chancery, in the above-entitled cause, to the persons named in the order of the 24th of August last; namely, one to Thomas Bates, A. M. Hughes, and David Ayres, or either of them, for the State of Texas, with the interrogatories filed on the twentieth day of October last, annexed: one to Albert C. Ainsworth, and Edmund Randolph, or either of them for the city of New Orleans, with the interrogatories to Frederic Frey, and George Alfred Freret, Lucien Herman, and Charles S. Lee, and Henry Hoffmeyer, annexed: and one to John J. Elgie, and F. P. Cotton, with the other interrogatories filed by me on the seventeenth of October last annexed, and enclose the same to the said commissioners.

Your ob't servant,
WM. G. HALE,
Solicitor for the Compl'ts.

Galveston, Nov. 2, 1848.

Which said application was on the same day filed, and thereafter, to wit, on the same day, the commissions were issued accordingly.

Afterwards, to wit, on the sixth day of November, in the year aforesaid, the said defendant, Josiah S. Stafford, filed the following affidavit, to wit:

Affidavit.

STATE OF TEXAS,
Harris County.

Whereas, in consequence of the illness of Mrs. Stafford — family has been the means to prevent me to have such affidavits as I require in the case of Peter MacGreal *vs.* Union Bank and others.

J. S. STAFFORD.

Sworn to and subscribed before me, this 3d day of Nov., A. D. 1848.

EFF'ND JONES,
J. P. H. C. [L. S.]

Afterwards, to wit, on the thirteenth day of November, in the year aforesaid, the said defendant, Jeanetta Kirkland, wife of Josiah S. Stafford, by —— Alexander, her solicitor in this court, filed the following interrogatories, to wit:—

Interrogatories.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA STAFFORD, HIS WIFE, Def'ts.
In Chancery.

Interrogatories to be administered to Isaac Thomas, a witness to be produced, sworn and examined in a certain cause now depending and at issue in the District Court of the United States, for the District of Texas, wherein the Union Bank of Louisiana is complainant, and Josiah S. Stafford and Jeanetta Stafford, his wife (formerly Jeanetta Kirkland) are defendants, on the part of said defendant, Jeanetta Stafford.

First. Do you know the parties named in the title to these interrogatories, or any and which of them? How long have you known any of them? Disclose the truth, and to the utmost of your knowledge, remembrance and belief herein.

Second. Did you ever know of any business transactions between the complainant and the defendants, either alone or with other parties? If yea, state the dates, parties and considerations of the same. What was the consideration, if any, as regards the defendant Jeanetta Stafford?

Third. Was any security ever given to complainant to secure the payment of any sum or sums of money due upon such business transactions? If yea, state the names of the parties thereto, the character in which each of them was party, and describe the security.

Fourth. Was or was not the defendant, Jeanetta Stafford, a party thereto? If yea, state by whose procurement was she made such party, and what was the consideration, if any, so far as she was concerned?

Fifth. Had or had not Stephen E. Cuney, Glendy Burke and yourself something to do with procuring the said Jeanetta Stafford as security? If yea, state the character in which each acted, and whether or not the said Jeanetta Stafford was fairly and honestly dealt with by the complainant, and whether the complainant was or

was not fully apprized that undue advantage was taken of her at complainant's procurement?

Sixth. Was such security the only security given, or not? Did such security embrace any other property than negroes? Did it embrace any land? If yea, state where such land is situate, what was its value then, and what its value now.

Seventh. Has or has not such security, and the debt thereby secured, been extinguished? and if yea, state when it was extinguished, and by what means.

Eighth. Do you know James Alexander McWaters and William M. Stafford? If yea, state where they reside, and where do you reside.

Ninth. Have you ever heard the complainants' agents or attorneys make any admissions touching such security, or not? If yea, state what such admissions were, and when and under what circumstances they were made.

Tenth. Was the defendant, Jeanetta Stafford, ever advised or not of the nature of the security in which she joined? Was she or was she not benefited in any respect thereby? Did or did not the complainant arrange all the business matters with her husband with a view to defraud *her* and to render *her* liable, and to subject *her property* when she had received no consideration or benefit for such liability?

Eleventh. Has or has not the complainant ever forfeited its right to sue? If yea, state when such forfeiture occurred.

Twelfth and last. Do you know or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or to the matters in question in his cause? If yea, set forth the same fully and at large in your answer.

ALEXANDER,
Of the Solicitors for the Defendant, Jeanetta Stafford.

Afterwards, to wit, on the thirteenth day of November, in the year aforesaid, the following entry was made on the order book of the court, to wit:—

Entry of Notice.

Between
THE UNION BANK OF LOUISIANA, Complainant,
and
JOSIAH S. STAFFORD and JEANETTA KIRKLAND, his WIFE, Def'ts.

In Chancery.

To the Union Bank of Louisiana or to Ebenezer Allen, Esq. or William G. Hale, Esq., solicitors of the above-named complainant.

Please to take notice that I have, on this thirteenth day of November, A. D. 1848, filed in the clerk's office of the United States District Court for the District of Texas, interrogatories to be administered to Isaac Thomas, a witness to be produced, sworn and examined in the above-entitled cause, on the part of the defendant, Jeanetta Stafford (formerly Jeanetta Kirkland), and that after the expiration of ten days from the time of the notice now given to you, I shall proceed to take out a commission to take his testimony, so that in case you wish to file cross-interrogatories, you may do so before the expiration of said ten days.

ALEXANDER,
Of the Solicitors for the Defendant.

Galveston, Nov. 13th, A. D. 1848.

Afterwards, to wit, on the twenty-fifth day of November in the year aforesaid, the said defendant, Jeanetta Kirkland, wife of Josiah S. Stafford, by McQueen, Harris and Alexander, her solicitors in this court, filed the following interrogatories, to wit:

Interrogatories.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainant,
and
JOSIAH S. STAFFORD AND JEANETTA STAFFORD, HIS WIFE, Def'ts.
In Chancery.

Interrogatories to be administered to Charles A. Jacobs and Frederic Frey, witnesses to be produced, sworn and examined in a certain cause now depending and at issue in the District Court of the United States for the district of Texas, wherein the Union Bank of Louisiana is complainant, and Josiah S. Stafford and Jeanetta Stafford his wife (in the bill called Jeanetta Kirkland) are defendants, on the part of the defendant, Jeanetta Stafford.

First. Do you know the parties named in title to these interrogatories, or any and which of them? How long have you known them respectively? Declare the truth to the utmost of your knowledge, remembrance and belief herein.

Second. What connection have you had with the complainant named in the title to these interrogatories? When did such connection first commence? Does it still continue? Declare the truth to the utmost of your knowledge, etc. herein.

Third. What means have you, or can you have, of knowing the business matters and transactions of the complainant named in the interrogatories? Have you or have you not access to the account books of the complainant? If yea, state fully and at length what business matters and transactions have occurred between the complainant in the title to these interrogatories and the defendants, or either, and which of them therein named; and annex to your answer

to this interrogatory a full and complete transcript of such account or accounts of any business matters or transactions between the said complainant and the said defendants or either of them as may be found in said account books, and which existed in said account books at and before the fifth day of February, A. D. 1848. Declare, etc.

Fourth. State whether or not you have annexed to your answer to the foregoing interrogatory a full and complete transcript of all the accounts therein inquired? If nay, state why you have not annexed such transcript, and wherein the transcript annexed is deficient, and to what extent. Declare, etc.

Fifth. What matters of account are to be found in said account books between the complainant named in the title to these interrogatories and William M. Stafford? If there are any, annex a full and complete transcript of the same as they existed in said account books on and before the fifth day of February, A. D. 1848, and state whether the transcript you annex be full and complete or not? Declare, etc.

Sixth. What credits are to be found in said account books in favor of the defendants in the title to these interrogatories named, or either of them, and against said complainant on and before the fifth day of February, A. D. 1848? Declare, etc.

Seventh and last. Do you know or can you set forth any other matter or thing, which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

McQUEEN, HARRIS AND ALEXANDER,
Of the Solicitors for Defendants.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainant,
and
JOSIAH S. STAFFORD and JEANETTA STAFFORD, his WIFE, Def'ts.
In Chancery.

Interrogatories to be administered to Glendy Burke, a witness to be produced, sworn and examined in a certain cause now depending and at issue in the District Court of the United States for the District of Texas, wherein the Union Bank of Louisiana is complainant, and Josiah S. Stafford and Jeanetta Stafford, his wife (in the bill called Jeanetta Kirkland), are defendants; on the part of the defendant Jeanetta Stafford.

First. Do you know the parties named in the title to these interrogatories, or any and which of them? How long have you known them respectively? Declare the truth to the utmost of your knowledge, remembrance, and belief herein.

Second. What connection have you had with the complainant

named in the title to these interrogatories? When did such connection first commence? When did it terminate? What means or opportunity did such connection afford you of knowing the business matters and transactions of the complainant, and especially between the complainant and defendants or either of them? Declare the truth, etc.

Third. What business transactions occurred between the complainant named in the title to these interrogatories and the defendant, or either and which of them, on or about the sixth day of June, A. D. 1837? What obligation was given by the defendants or either of them to the complainant on or about the last named date, and how was it secured? What was the consideration of such obligation? Was it given for money then actually advanced by the complainant, or in extinguishment of previous liabilities? Declare the truth, etc.

Fourth. If given for previously existing debts or liabilities, to whom were they due or owing? From whom were they due or owing? How much was due or owing to the creditors respectively? What was the consideration of said obligation, if any, as to each of the defendants named in the title to these interrogatories? Declare the truth, etc.

Fifth. Have you any knowledge of a certain public act executed on the twenty-second day of May, A. D. 1841, by the defendants named in the title to these interrogatories, together with I. Thomas (who signed it, as follows, to wit, "I. Thomas, for himself and as executor of M. P. Flint"), and in favor of the complainant? If yea, state the consideration thereof as to each of the parties thereto, and whether it had any and what connection with the obligation above inquired of. Declare, etc.

Sixth. Is said public act now in force, or is it extinguished? and if extinguished, how and when was it extinguished? Declare the truth, etc.

Seventh. By whose procurement was the obligation first inquired of created? What agency had you in bringing about that arrangement? What knowledge had the complainant of the real consideration of said obligation and said public act as to each of the defendants, and particularly as to the defendant Jeanetta Stafford? Declare the truth, etc.

Eighth. What connection had the estate of Leroy Stafford, deceased, as represented by Stephen E. Cuney, the firm of Thomas Barret & Co., Isaac Thomas, and William M. Stafford, or any and which of them to do with the matters and things above inquired of? If any, state the same fully and at length. Declare the truth, etc.

Ninth. Was or was not there an arrangement between the complainant and the defendants and the firm of Thomas Barret & Co., whereby the complainant was to be exclusively benefited? What sum, if any, did the firm of Thomas Barret & Co. owe the complainant, on or about the sixth day of June, A. D. 1837? What was the pecuniary condition of said firm on said date? What portion of the indebtedness of said firm to complainant, if any, was

assumed by the defendants or either of them, and for what consideration as to each was it so assumed? Declare the truth, etc.

Tenth and last. Do you know or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause or either of them, or that may be material to the subject of this your examination, or to the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

McQUEEN, HARRIS, AND ALEXANDER,
Solicitors for Defendant.

Afterwards, to wit, on the twentieth day of November, in the year aforesaid, the following argument was filed:

Argument.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between

THE UNION BANK OF LOUISIANA, Complainant,

and

JOSIAH S. STAFFORD and JEANETTA STAFFORD, his wife, in the bill called JEANETTA KIRKLAND, Defendants.

In Chancery.

We, the undersigned, respectively solicitors for the complainant and defendants in the above-entitled cause, do hereby agree to waive notice, and that a commission may be issued at once to take the depositions of Isaac Thomas, Glendy Burke, Charles A. Jacobs, and Frederic Frey, to be read in evidence on the trial of said cause, on the part of the defendant, Jeanetta Stafford. Witness our hands this twenty-seventh day of November, A. D. 1848.

EBENEZER ALLEN,
Solicitor for Complainant.
W. ALEXANDER,
Of the Solicitors for the Defendants.

Afterwards, to wit, on the 5th day of December, in the year aforesaid, the said complainants by Ebenezer Allen and William G. Hale, their solicitors in this court, filed the following motions, to wit:—

Motion.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between

THE UNION BANK OF LOUISIANA, Complainants,

and

JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, AND WIFE, Def'ts.

In Chancery.

Ebenezer Allen and William G. Hale, of course, for the complain-

ants in the above-entitled cause, move this honorable court to order, that Benjamin F. Terry, of the county of Brazoria, who appears by the report of the receiver to have hired such of the negro slaves in controversy in the said cause as were publicly hired out, under an order of this honorable court, by the said receiver, do, at the expiration of the time of such hiring, to wit, on the first day of January, A. D. 1849, deliver all of the said slaves so hired, and their increase during such hiring, to the receiver now appointed or hereafter to be appointed, at the town of Brazoria, and that the said receiver do at once proceed to hire out the same, for such further time as the court may direct; observing the formalities, terms and conditions, and following the directions, so far as may be contained in the order of this court of February 20th, 1848.

EBN. ALLEN AND WILLIAM G. HALE,
Of Counsel for Complainants.

Dec. 5, 1848.

Motion.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.
In Chancery.

Ebenezer Allen and William G. Hale, of counsel for the complainants in the above-entitled cause, suggesting to this honorable court the illness and absence of Thomas Bates, master in chancery, and the urgency of the case, move that all the matters relative to the appointment of a new receiver in the said cause be referred to master in chancery of this court, and that he proceed therein with all possible diligence.

EBN. ALLEN AND WILLIAM G. HALE,
Of Counsel for Complainants.

December 4th, 1848.

Which said motions were on the same day entered on the motion book of the said court.

Afterwards, to wit, on the fifth day of December, in the year aforesaid, the following subpœna was issued, to wit:

Subpœna.

UNITED STATES DISTRICT COURT,
District of Texas.

The President of the United States of America, to the Marshal or any of his lawful Deputies of the District of Texas, greeting:

You are hereby commanded to summon Nathaniel Williams, if he be found in your district, to be, and appear at the office of Wm. G.

Hale, in the city of Galveston, before A. M. Hughs, commissioner, then and there to give evidence on part of complainants, in a suit now depending in said court, wherein the Union Bank of Louisiana are complainants, and Josiah S. Stafford and wife are defendants.

Witness the Honorable JOHN C. WATROUS, Judge of said court, and seal of court at the city of Galveston, this 5th day of December, A. D. 1848, and seventy-third year of the independence of the United States.

[SEAL.] THOS. BATES,
Clerk.

Upon which is the following return :—

Rec'd the fifth of December, 1848, and executed the thirteenth day of Dec., 1848, by serving the witness with a true copy of this summons.

JAS. H. COCKE,
Marshal.
By E. W. TAYLOR,
Dept. Marshal.

Afterwards, to wit, on the fifth day of December, in the year aforesaid, the said complainants, by Ebenezer Allen and William G. Hale, their solicitors in this court, filed the following petition, to wit :

Petition.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.
In Chancery.

The petition of Ebenezer Allen and William G. Hale, solicitors and of counsel for the complainants in the above-entitled cause, to the Honorable John C. Watrous, Judge of the said court, respectfully represents :

That the replication of the said complainants to the answer of the said Jeanetta Kirkland, one of the defendants, was filed on the sixteenth day of September last past, and that consequently, by the rules of the said court, the time for taking testimony with relation to the issues raised by the said replication will, unless extended by your honor, expire on the sixteenth day of the present month of December : that the said solicitors have long since and in due time caused interrogatories to be filed, and commissions taken out and forwarded to the places of the residence of the commissioners heretofore named for the purpose of taking testimony in the said cause by an order of the said court, and have used all necessary and proper diligence on their part to procure the testimony before the said com-

missioners, of several important witnesses, resident in the States of Texas and Louisiana; that in particular they caused a commission to be taken out as aforesaid, and forwarded to Alexandria, in the Parish of Rapides, and State of Louisiana, on or about the third day of November last past, for the purpose of obtaining the testimony of fourteen witnesses there resident; that the said commission was directed to John J. Elgie and F. T. Cotton, commissioners heretofore named by the said court, upon the recommendation of a solicitor thereof, not engaged in the said cause; that the said William G. Hale was yesterday informed through a letter received from O. U. Ogden, of Alexandria, aforesaid, that the said Elgie refuses to serve as commissioner as aforesaid, and that the name of the said Cotton is incorrectly written in the direction of the commission, his name being in fact Valentine F. Cotton, and that the names of several of the witnesses to whom interrogatories are addressed under the said commission are incorrectly written and spelled; and so the said solicitors in fact believe, and therefore represent that through the accidental errors aforesaid, the commission cannot be effectually or legally executed.

And this petition further represents that since the issuing of the said commission, and within a few days, the said solicitors have been informed of the names of several important witnesses which they could not before procure, in order to direct interrogatories to them; and that moreover it has been impossible wholly to execute a commission already issued and addressed to Thomas Bates, David Ayres, John S. Jones, and A. M. Hughes, or either of them, on account of the absence of the witnesses under the same, from the places of their residence and the ignorance of the said solicitors of the place where they could be found; that in particular the said William G. Hale has twice accompanied the acting commission, under the said commission, to wit, the said A. M. Hughes, to the residence of Nathaniel Williams, a witness under such commission, upon Oyster Creek, in the county of Brazoria, and that they have followed the said Williams to the city of Houston, but that they have not been able to find or meet with the said Williams at either the said places, owing to unavoidable delays, and the absence of the said Williams at various times from his said residence.

Wherefore, by reason of the cause above shown, the said solicitors, on behalf of the said complainants, pray your honor to extend and enlarge the time for taking testimony in the said cause; and inasmuch as in order to take the testimony of the witnesses whose names has been incorrectly written, and that of those witnesses whose names have been recently discovered, it will be necessary to file new interrogatories, and to give ten days notice thereof to the other parties in the said cause, and inasmuch as the communication between Alexandria, in the State of Louisiana, and Galveston, is difficult and often interrupted, the said solicitors believing that the time of forty days is necessary to execute the new commissions to be taken out under the leave of the court, pray your honor to enlarge the time as

aforesaid, until the twentieth day of January, 1849, and they will ever pray, etc.

EBN. ALLEN AND WILLIAM G. HALE,
Solicitors and of Counsel for Compl'ts.

December 4th, 1848.

UNITED STATES OF AMERICA,
District of Texas.

Personally appeared before me, A. M. Hughes, commissioner of the said United States, in and for the district aforesaid, on this, the fifth day of December, A. D. 1848, William G. Hale, whose name is above signed, who being duly sworn, made oath and said that the facts stated in the foregoing petition as of his own knowledge are true, and that those therein stated as of his information and belief he believes to be true.

A. M. HUGHES, *Com'r.*

Afterwards, to wit, on the sixth day of December, in the year aforesaid, the following order was entered on the order book, to wit:

Order.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.

Upon petition of Ebenezer Allen and William G. Hale, solicitors of the complainants in the above-entitled cause, filed the 5th December, 1848, and the cause therein shown: It is ordered that the time for taking testimony in the said cause be enlarged to the twentieth day of January, A. D. 1849.

JOHN C. WATROUS.

December 6th, 1848.

Afterwards, to wit, on the sixth day of December, in the year aforesaid, the following order was made by the court, to wit:

Order.

Upon motion of complainant by counsel, and by reason of the illness and absence of Thos. Bates, master in chancery, it is ordered that all matters relative to the appointment of a new receiver in this cause be referred to Archibald M. Hughes, one of the masters of this court, and that said master proceed therein with all convenient dispatch.

Afterwards, to wit, on the eighth day of December, in the year aforesaid, the following report was made by the master in chancery of this court, in the words following, to wit:

Report of Master.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

THE UNION BANK OF LOUISIANA, Complainants,
vs.
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.

To the honorable John C. Watrous, Judge of the District Court of the United States for the district of Texas, sitting in equity.

Archibald M. Hughes, master in chancery, to whom was referred all the matters relating to the appointment of a new receiver in the above-entitled cause, by the order of this honorable court of the sixth day of the present month, begs leave to report—

That on the said sixth day of the present month, he, in pursuance of the said order, appointed half-past three o'clock, on the afternoon of the seventh day of the same, and the office of William G. Hale, Esquire, as the time and place of holding the reference in the matters aforesaid, and accordingly gave notice thereof to the solicitors of both the parties in the said cause: and that at the said time and place he was attended by Ebenezer Allen and William G. Hale, Esquires, solicitors of the complainants, and John W. Harris and Hugh McQueen, solicitors of the defendants, and thereupon announced his readiness to proceed in the said reference: that the said solicitors of the complainants then desired him to proceed under the order of this honorable court of the twenty-sixth day of August last past, to appoint a new receiver in the said cause, and presented to him the written proposal of the said complainants hereunto annexed: and the said solicitors for the said defendants also presented to him the written proposal of the said defendants hereunto annexed. And after argument heard, the said master took time to consider the relative advantages of said proposals, and now after mature consideration accordingly reports that he has approved of the said proposal of the said defendants, and that he will appoint Nathaniel F. Williams as receiver in the said cause, under the said order of the twenty-sixth day of August last, upon his giving bond in the form hereunto annexed with Henry H. Williams, J. J. Davis, Joseph Bates, and Samuel M. Williams, or any two of them as his securities, by the 18th day of the present month, in default whereof the said master will again proceed upon the reference, and that the said, *and that the said* person so appointed as receiver shall serve as such according to the said proposal of the said defendants, without any charge for compensation other than his necessary travelling expenses actually incurred, and other necessary charges.

All of which is most respectfully submitted.

A. M. HUGHES,
Master in Chancery.

Proposition for Appointment of a New Receiver.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.
In Chancery.

The Union Bank of Louisiana, the party complainant in the above-entitled cause, upon the reference to Archibald M. Hughes, master in chancery, of the matters relating to the appointment of a new receiver in the said cause, made by the order of the said court of the sixth day of the present month, proposes, as a suitable person to serve as receiver therein, under the order of the said court of the twenty-sixth day of August, A. D. 1848, Henry B. Martin, Esquire, of Galveston; and as his sureties, Henry Hubbell, John B. Jones, Thomas F. McKinney, or any two of them; or at the election of the master, Lent M. Hitchcock, Esquire, of Galveston, as receiver, and as his sureties, Jacob L. Briggs, George Ball, Albert G. Ball, J. C. Kuhn, Samuel M. Williams, Joseph Bates, or any two of them.

And the said Union Bank of Louisiana also represents to the said master that it will appear by the bonds given by the hirers to Peter MacGreal, Esquire, as receiver in the said cause, and by the affidavits of the defendants hereto now on file, that the total amount of the yearly rents and profits the property in controversy, to wit: the negro slaves described in the bill of complaint, and their increase, does not exceed the sum of five thousand five hundred dollars, nor fall much below the sum of five thousand dollars.

EBENEZER ALLEN & WILLIAM G. HALE,
Attorneys and Solicitors for the Compl'ts.

December 7th, 1848.

And the said Ebenezer Allen and William G. Hale, solicitors for the above-named complainants, would respectfully suggest to the said master, on the part of the said complainants, as a reason for the appointment of one of the above-named persons as receiver, that they and each of them will serve in that capacity without making any charge for their compensation other than for the actual expenses necessarily incurred by them in performing the duties of the said office.

EBN. ALLEN & WM. G. HALE,
Solicitors for Compl'ts.

December 7th, 1848.

Proposition for New Receiver on part of Defendants.

COURT PENDING IN THE U. S. DISTRICT COURT,
For the District of Texas.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND JEANETTA STAFFORD, HIS WIFE.

The solicitors for the defendants, Josiah S. Stafford and wife, would most respectfully nominate to the master in chancery Nathaniel Williams as a suitable person to be appointed receiver in the above cause, and they propose as his securities Henry H. W. Williams, J. J. Davis, Gen'l Joseph Bates, and Samuel M. Williams, or any two of them, as his securities.

HARRIS & PEASE,
HUGH McQUEEN,
For Defendants.

The solicitors of the defendants in the above-mentioned cause of the Union Bank of Louisiana *vs.* Josiah S. Stafford and wife, hereby waive the acceptance of all compensation to Nath'l F. Williams as receiver in the foregoing cause, with the exception of his traveling expenses and other necessary charges.

HARRIS & PEASE,
McQUEEN & ALEXANDER,
Solicitors for Defendants.

Form of Bond for Receiver.

THE UNITED STATES OF AMERICA,
State and District of Texas.

Know all men, by these presents, that we all of the said State of Texas, are held and firmly bound to James K. Polk, the President of the United States of America, and his successors in his said office, in the full and just sum of eleven thousand dollars lawful money of the said United States of America, to be paid to the said James K. Polk, President as aforesaid, or his successors in his said office, or to whomsoever he or they may direct, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators jointly and severally firmly by these presents, sealed with our seals and dated this day of December, in the year of our Lord one thousand eight hundred and forty-eight, at within the said State.

Whereas by the two several orders of the District Court of the said United States of America, having and exercising the powers and jurisdiction of the same for the said district of Texas, made on the twenty-sixth day of August and on the sixth day of December respectively in the year aforesaid, and the proceedings thereon had,

the said Nathaniel F. Williams was duly approved of as receiver in a certain cause depending in chancery in the said court wherein the Union Bank of Louisiana are complainants and Josiah S. Stafford and Jeanetta Kirkland his wife are defendants, of the rents and profits of the negro slaves in controversy in said cause, and also of the said slaves themselves.

Now therefore the condition of the above obligation is such that, if the said Nathaniel F. Williams shall well and faithfully perform the office and trust of receiver as aforesaid of the rents and profits of the negro slaves in controversy in the said cause, and of such of the said negro slaves themselves as he may be directed or empowered to receive and take into his custody, and shall duly conform to all such directions as may be given to him by the said court or under its authority, touching the payment, disposal and management of the said rents and profits, and the said negro slaves themselves, then the above obligation to be null and void, otherwise to remain in full force and effect.

Sealed, subscribed and delivered in presence of

Which said report was thereafter, to wit, on the same day, filed in said court.

Afterwards, to wit, on the eleventh day of December, in the year aforesaid, the said complainants, by Ebenezer Allen and William G. Hale, their solicitors in this court, filed the following interrogatories, to wit:

Interrogatory.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts
In Chancery.

Interrogatories to be administered N. Robbinett, a witness to be produced, sworn and examined, in a certain cause now depending and at issue in chancery in the District Court of the United States for the District of Texas, wherein the Union Bank of Louisiana are complainants, and Josiah S. Stafford and Jeanetta Kirkland his wife are defendants on the part of the said complainants.

First. Do you know the parties defendant in the title to these interrogatories named, or either, and which of them? How long have you known them respectively? Declare the truth, and your utmost knowledge, remembrance and belief herein.

Second. Where did the said defendants or either of them reside when you knew them? How long did they reside there, and in each place? Where did they remove from each place? Declare, etc.

Third. When did Josiah S. Stafford remove to Texas? When did Mrs. Jeanetta Kirkland, his wife, remove to Texas? Declare, etc.

Fourth. What circumstances induced the said defendants to remove to Texas? State specifically.

Fifth. What judgments, or orders of seizure and sale, or executions, to your knowledge, had been obtained against the said defendants before their removal to Texas? What effect did such judgments, orders of seizure and sale or executions have in causing such removal? Declare, etc.

Sixth. What property, slaves or other, did the said Josiah S. Stafford take with him, or cause to be taken for him to Texas, at the time of his removal? How many negro slaves did he take, or cause to be taken to Texas, at that or any subsequent time? Declare, etc.

Seventh. How many of the negro slaves so taken were under eight years of age? Declare, etc., and what were their respective names and ages.

Eighth. Where had the said negro slaves so taken been kept before such taking? On whose plantation were they when they were so taken? Declare, etc.

Ninth. In whose custody were the negro slaves so taken just before such taking? And how kept or guarded? Declare, etc.

Tenth. How many of the said negro slaves taken by the said Josiah or with him or for him to Texas were mortgaged, and to what persons or corporation? Declare, etc.

Eleventh. How many of the said negro slaves so taken were considered to be in danger of being seized upon execution or executory process in Louisiana? What was the general opinion there as to the probability of their being so seized? Were any portion of them, and what portion actually seized? What did the said Josiah S. Stafford appear to think was the best means of avoiding this danger and preventing a sale? What did he say respecting this? What did he do? Declare, etc.

Twelfth. How many of the said slaves so taken had been previously in the possession of the said Josiah S. Stafford and his said wife? How long had they been in their possession.

Thirteenth. How was the removal of the said slaves from Louisiana to Texas effected? State specifically.

Fourteenth. By what route did the said Josiah and the said negro slaves pass from Louisiana to Texas? State particularly.

Fifteenth. What relation by blood is William M. Stafford, of the Parish of Rapides and State of Louisiana, to the said Josiah? Declare, etc.

Sixteenth. Where was the said William at the time of the removal of the said slaves to Texas? Declare, etc.

Seventeenth. What was the value of the property owned by the said William to your knowledge about the beginning of the year 1845, in the State of Louisiana, exclusive of any of the negro slaves so taken to Texas? In what did such property consist? Declare, etc.

Eighteenth. What relation or connection is or was Isaac Thomas,

Micah P. Flint, and Adelia E. Flint to either of the said defendants? Declare, etc.

Nineteenth and last. Do you know or can you set forth any other matter or thing which may be a benefit or an advantage to the parties in this cause or either of them, or which may be material to the subject of this your examination, or to the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

EBENEZER ALLEN AND WM. G. HALE,
Solicitors and of Counsel for Complainants.

Interrogatory.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Compl't,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, his WIFE, Def'ts.

In Chancery.

Additional interrogatories to be administered to James Alexander McWaters, a witness to be produced, sworn, and examined in a certain cause now depending and at issue in the District Court of the United States for the district of Texas, in chancery, wherein the Union Bank of Louisiana are complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, are defendants, on the part of the said complainants.

First additional interrogatory. When did you first learn that Josiah S. Stafford and Jeanetta Kirkland, his wife, had executed a mortgage upon some of their negro slaves in favor of the Union Bank of Louisiana? To secure what amount of money was such mortgage given? When was it given? Declare, etc.

Second additional interrogatory. How long before the date of the deed of trust from William M. Stafford to you, that is the 9th day of April, 1845, had you heard of the existence of any mortgage upon the negro slaves mentioned therein in favor of the said Union Bank, and of the levy of an execution or executory process thereon at the suit of the said bank? Declare, etc.

Third additional interrogatory. What did you know at the time before mentioned of the circumstances and reasons which induced the said negroes to Texas, and what were those circumstances, reasons, and manner? State specifically.

Fourth additional interrogatory. Do you know anything respecting the time, mode, and object of removing the said slaves to Texas? If yea, state all that you know and when you first learned it, and from whom.

Fifth additional interrogatory. Who desired or requested you to come to Texas? Who advised or requested the execution of the said deed of trust to you? Declare, etc.

Sixth additional interrogatory. Look at the paper-writing, filed on the 23d day of September, A. D. 1844, in the office of the district clerk of the Parish of Rapides, among the papers of the suit entitled "Jeanetta Kirkland, wife of J. S. Stafford, vs. Her Husband," purporting to be a copy of the judgment in said suit, and at the endorsement thereon purporting to be the transfer of the said judgment by the said Jeanetta Kirkland to William M. Stafford. State whether or no the signature of "J. Stafford," annexed to such transfer, is in the handwriting of the said Jeanetta, and annex a true copy of the said copy of judgment and endorsement thereon to your answer.

Seventh additional interrogatory and last. Do you know or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

EBENEZER ALLEN & WM. G. HALE,
Solicitors and of Counsel for Complainants.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.

In Chancery.

Interrogatories.

Interrogatories to be administered to William F. Cheney, John Dunwoody, N. Robbinett, Hadley P. Robert, James Lloyd, Crawford Brown, Nathaniel P. Mitchell, Jesse Kirkland, John Whittington, Bushner, Hagar, James D. Spurlock, and John Crawford, of the State of Louisiana, witnesses, to be produced, sworn, and examined in a certain cause in chancery, now depending and at issue in the District Court of the United States for the District of Texas, wherein the Union Bank of Louisiana are complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, are defendants, on the part of the said complainants.

First. Do you know the parties defendant in the title to these interrogatories, named, or either and which of them? How long have you known them respectively? Declare the truth and your utmost knowledge, remembrance and belief herein.

Second. Where did the said defendants, or either of them, reside when you knew them? How long *long* did they reside there and in each place? When did they remove *remove* from each place? Declare, etc.

Third. When did Josiah S. Stafford remove to Texas? When

did Mrs. Jeanetta Kirkland, his wife, remove to Texas? Declare, etc.

Fourth. What circumstances induced the said defendants to remove to Texas? State specifically.

Fifth. What judgments, or orders of seizure and sale, or executions to your knowledge had been obtained against the said defendants before their removal to Texas? What effect did such judgments, orders of seizure and sale, or executions have in causing such removal? Declare, etc.

Sixth. What property, slaves or other, did the said Josiah S. Stafford take with him, or cause to be taken for him, to Texas at the time of his removal? How many negro slaves did he take or cause to be taken to Texas at that or any subsequent time? Declare, etc.

Seventh. How many of the negro slaves so taken were under eight years of age? Declare, etc., and what were their respective names and ages.

Eighth. Where had the said negro slaves so taken been kept before such taking? On whose plantation were they when they were so taken? Declare, etc.

Ninth. In whose custody were the said negro slaves so taken just before such taking, and how kept or guarded? Declare, etc.

Tenth. How many of the said negro slaves taken by the said Josiah S. Stafford, or for him or with him to Texas, were mortgaged, and to what person or corporation? Declare, etc.

Eleventh. How many of the said negro slaves so taken were considered to be in danger of being seized upon execution or executory process in Louisiana? What was the general opinion there as to the probability of their being so seized? Were any portion of them, and what portion, actually so secured? What did Josiah S. Stafford appear to think was the best means of avoiding this danger and preventing a sale? What did he say respecting this? What did he do? Declare, etc.

Twelfth. How many of the said slaves so taken had been previously in the possession of the said Josiah S. Stafford and his said wife? How long had they been in their possession?

Thirteenth. How was the removal of the said slaves from Louisiana to Texas effected? State specifically.

Fourteenth. By what route did the said Josiah and the said negro slaves pass from Louisiana to Texas? State particularly.

Fifteenth. What relation by blood is William M. Stafford, of the parish of Rapides and State of Louisiana, to the said Josiah? Declare, etc.

Sixteenth. Where was the said William at the time of the removal of the said slaves to Texas? Declare, etc.

Seventeenth. What was the value of the property owned by the said William, to your knowledge, about the beginning of the year 1845, in the State of Louisiana, exclusive of any of the negro

slaves so taken to Texas? In what did such property consist? Declare, etc.

Eighteenth. What relation or connection is or was Isaac Thomas, Micah P. Flint or Adelia E. Flint to either of the said defendants? Declare, etc.

Nineteenth and last. Do you know or can you set forth any other matter or thing which may be a benefit or advantage to the parties in this cause, or either of them, or which may be material to the subject of this your examination or to the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

EBN. ALLEN & WM. G. HALE,
Solicitors of Counsel for Compl'ts.

Afterwards, to wit, on the eleventh day of December, in the year aforesaid, the said complainants, by Ebenezer Allen and William G. Hale, their solicitors in this court, filed the following cross-interrogatories, to wit:—

Cross-Interrogatories.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.

In Chancery.

Cross-interrogatories to be administered to Isaac Thomas, a witness to be produced, sworn and examined in a certain cause now depending and at issue in the District Court of the United States, for the District of Texas, wherein the Union Bank of Louisiana are complainants and Josiah S. Stafford and Jeanetta Kirkland, his wife, are defendants, on the part of the defendant, Jeanetta Stafford, addressed to him by the said complainants.

First. Did you bid off any property at a sale made at the suit of the New Orleans Canal and Banking Company against Josiah S. Stafford and Jeanetta Kirkland, his wife, in 1840? If yea, state at what precise time such sale was made, and for what cause.

Second. How much money did you pay on such bid at the time of the sale, or before the delivery of the sheriff's deed to you? To whom did you pay it?

Third. Did you after such sale ever execute a mortgage on the property so bid off by you to the said New Orleans Canal and Banking Company? What was the consideration for which you gave such mortgage?

Fourth. Among the property so bid off by you, were there any

negro slaves? If yea, did you or not take possession of said slaves, and retain possession thereof? How long did you retain possession thereof?

Fifth. Did the said negro slaves so bid off by you remain in the possession or under the control of Josiah S. Stafford, after such sale? If so, what consideration in money induced you to leave them there?

Sixth. Was there ever any understanding between you and the said Josiah S. and Jeanetta Stafford that you would reconvey the said negro slaves so bid off by you to the said Jeanetta? If yea, state when such understanding existed, and why such reconveyance was not made.

Seventh. Did the negro slaves mortgaged by Josiah S. Stafford and Jeanetta Stafford to the Union Bank of Louisiana remain in the possession and on the plantation of the said Josiah till the month of February, A. D. 1845? If nay, where else and in whose possession?

Eighth. Did or did not the said Josiah S. Stafford aid and assist in or procure the removal of the said negro slaves so mortgaged to Texas, about the said month of February, 1845? If yea, state the circumstances which attended such removal or induced it.

Ninth. Did or did not the said Josiah S. Stafford intend and purpose, by such removal, to prevent the sale of the said negro slaves at the suit of the said Union Bank?

Tenth. Look at the paper writing filed on the 23d day of September, A. D. 1844, in the office of the District clerk of the Parish of Rapides, among the papers of the suit entitled Jeanetta Kirkland, wife of J. S. Stafford vs. Her Husband, purporting to be a copy of the judgment in said suit, and at the endorsement thereon purporting to be the transfer of the said judgment by the said Jeanetta Kirkland to William M. Stafford; state whether or no the signature of "J. Stafford" annexed to such transfer is in the handwriting of the said Jeanetta Kirkland? And annex a true copy of the said copy of judgment and endorsement thereon to you—answer.

Eleventh. What was the value of the property owned by William M. Stafford in the State of Louisiana about the beginning of the year 1845, exclusive of the negro slaves once mortgaged as aforesaid by the said Josiah S. and Jeanetta Stafford to the said Union Bank? In what did such property consist?

Twelvth. What relation is or was Adelia E. Flint to you?

Thirteenth and last. Do you know or can you set forth any other matter or thing, which may be a benefit or advantage to the parties at issue in this cause, or either of them or which may be material to the subject of this your examination or to the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

EBN. ALLEN & WM. G. HALE,
Solicitors and of Counsel for Complainants.

Afterwards, to wit, on the eleventh day of December, in the year aforesaid, the said complainants, by their solicitors aforesaid, made the following entry in the order-book of the said court.

Notice.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.

In Chancery.

To Josiah S. Stafford and Jeanetta Kirkland, his wife, or to John W. Harris, Hugh McQueen, or William Alexander, solicitors of the above-named defendants.

MADAM AND GENTLEMEN:—

Please to take notice that we have this day, the 11th day of December, 1848, filed in the office of the clerk of the District Court of the United States new interrogatories addressed to the following witnesses in the above-entitled cause, the names of some of said witnesses having been wrongly spelled in the former interrogatories, William F. Cheney, John Dunwoody, N. Robbinett, Hadley P. Robert, James Lloyd, Crawford Brown, Nathaniel Pitchell, Jesse Kirkland, John Whittington,—Bushner, Hagar, James D. Spurlock, and John Crawford, and also separate interrogatories to the said N. Robbinett, and additional interrogatories to James Alexander McWaters; and that in consequence of the return of the former commission taken out, by reason of the refusal and incompetency of the commissioners therein named to execute the same, we shall, after the expiration of ten days from the time of this notice now given to you, proceed to take out new commissions for the examination of the above-named witnesses, and Charles S. Leckie, upon the interrogatories now and before filed, so that if you wish to file cross-interrogatories thereto, you must do so before the expiration of the time above stated.

EBN. ALLEN AND W. G. HALE,
Solicitors for Compl'ts.

Dec. 11th, 1848.

Afterwards, to wit, on the eleventh day of December, in the year aforesaid, the said complainants, by Ebenezer Allen and William G. Hale, their solicitors in this court, filed the following motions, to wit:

Motion.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.

In Chancery.

Ebenezer Allen and William G. Hale, of counsel for the complainants in the above-entitled cause, move this honorable court to name as commissioners to take testimony in the above-entitled cause, instead of John J. Elgie and F. T. Cotton, the following, to wit: I. F. Scott, Gwinn Harris, J. P. Airail, M. R. Airail, and Valentine F. Cotton, of the Parish of Rapides, and Ralph Cushman and J. H. Barbin, of the Parish of Avoyelles, in the State of Louisiana, and Jarvis Dockrill, of the county of Brazoria, in addition to those before-named for the State of Texas; and to order that either party may take out commissions addressed to any and either of the above-named persons without further application to the Judge of this court, under the test of the judge, signature of the clerk, and seal of the court.

EBN. ALLEN AND WM. G. HALE,
Of Counsel for Complainants.

December 11th, 1848.

Motion.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.

In Chancery.

Ebenezer Allen and William G. Hale, of counsel for the complainants in the above-entitled cause, move this honorable court to order that the penal sum of the bond, to be given by the receiver hereafter to be appointed in the said cause, under the order of this court of the twenty-sixth day of August last past, be increased to the sum of forty thousand dollars, the estimate value of the negroes formerly hired out by the receiver, under order of this court of the twenty-sixth day of February last past, as will appear by the reports of the said receiver, or such other sum as may seem best to this honorable court.

EBN. ALLEN AND WM. G. HALE,
Of Counsel for Compl'ts.

December 11th, 1848.

Which said motion was thereafter, to wit, on the same day, entered on the motion book of the said court.

Afterwards, to wit, on the fourteenth day of December in the year aforesaid, the following order was made by the court, to wit:

Order.

Upon motion of complainant by counsel, it is ordered that J. F. Scott, Gwinn Harris, J. P. Airail, M. R. Airail, and Valentine F. Cotton, of the Parish of Rapides, and Ralph Cushman, of the Parish of Avoyeles in the State of Louisiana, be and they are hereby named commissioners to whom may be directed commissions for taking testimony in this cause, in the said State of Louisiana, in the room and stead of John J. Elgie and F. T. Cotton, heretofore named for that purpose. And it is further ordered that James Dockrill, of the county of Brazoria, in addition to those heretofore named for the State of Texas, be named for the like purpose. And also upon motion of the complainant by counsel, it is ordered that the penalty of the bond to be given by the receiver hereafter to be appointed in this cause be the sum of forty thousand dollars, instead of the amount heretofore prescribed for the bond of the late receiver.

Afterwards, to wit, on the fourteenth day of December, in the year aforesaid, the following order was made by the court, to wit:

Upon motion of complainant by counsel, it is ordered that Benjamin F. Terry, of the county of Brazoria, who appears by the report of the receiver to have hired such of the negro slaves in controversy in the said cause as were publicly hired out under the order of this court by the said receiver, do, at the expiration of such hiring, to wit, on the first day of January A. D. 1849, deliver all of the said slaves so hired and their increase during such hiring to the receiver now appointed, or to be hereafter appointed, at the town of Brazoria, and that the said receiver do at once proceed to hire out the same until the first day of January, A. D. 1850, observing the formalities, terms and conditions so far as may be contained in the order of this court of the 26th day of February, A. D. 1848.

Afterwards, to wit, on the nineteenth day of December, in the year aforesaid, Nathaniel F. Williams filed the following answers to the rules heretofore made against him and others in this cause, to wit:

Answer of Nathaniel F. Williams.

This affiant, Nathaniel F. Williams, being first duly sworn, makes oath and says, that for answer to the order or rule of this honorable court requiring him upon the service of a copy thereof to attorn to the receiver, &c., states that he has in his possession 13 of the slaves in the bill mentioned, all of which, except such as are infants too young to labor, are hired of Josiah S. Stafford by a contract of *paol* for a term of less than one year, to expire on the first day of January

next. Affiant states that he paid the amount of hire agreed upon in said parol contract to said Stafford's order before said order or rule was served upon him, and that said order or rule was not served upon him until the 13th day of December, A. D. 1848.

NATH. F. WILLIAMS.

This affiant, Nathaniel F. Williams, being first duly sworn, makes oath, and says that for answer to the order or rule of this honorable court, whereby he is required to give bond with good and sufficient security to the receiver now appointed, or hereafter to be appointed, in penalty of double the value of the property hereinafter mentioned, to be estimated by said receiver, conditioned that they will have those of the negro slaves in the bill mentioned that are in his possession forthcoming to abide, the order of the court, &c., this affiant shows for cause that said order or rule was not served upon him until after the day therein assigned was past, and that it was only served on him on the 13th day of this month (of December), A. D. 1848. Affiant further states that he has been appointed receiver in the suit in chancery, now pending in the United States Court in and for the district of Texas, wherein the Union Bank of Louisiana is complainant and Josiah S. Stafford and wife are defendants, and that he has executed his bond with security for all of said negro slaves in litigation therein as may come into his possession. Affiant further states that he hired from one of the defendants in said cause all of the negro slaves in the bill named that are now in his possession, and that said contract was of parol and for the term of one year, or nearly one year, which will expire on the first day of January, A. D. 1848, and that the consideration for the services of said slaves was paid before the service of said order; affiant further states that he is ready at all times to deliver them up to any officer of this court that may be authorized to take them, provided that this affiant may be protected in his parol contract aforesaid, and subjected to no cost or expense of transportation of said negro slaves. Affiant further states that not being a party to said suit and being in no default, he hopes that he may not be subjected to the inconvenience of giving bond and security as was required by said order or rule, and as a party holding some of the negroes in the bill mentioned by contract as yet unexpired and in good faith, he hopes that he will be protected in his rights as set forth in the premises by this honorable court. Affiant further states that he has been compelled by the service of said order or rule, along with others, to come from Fort Bend county to Galveston, a distance of more than one hundred miles, and has otherwise been subjected to much inconvenience and costs.

NATH. F. WILLIAMS.

Afterwards, to wit, on the nineteenth day of December, in the

year aforesaid, the following entry was made on the minutes of the said court, to wit:

Entry.

Nathaniel F. Williams filed his answer, which was sworn to.

Afterwards, to wit, on the twentieth day of December, in the year aforesaid, the master in chancery made the following report, to wit:

Report of Master.

THE UNITED STATES OF AMERICA,
District of Texas.

To wit: District Court. December Term, 1848.

THE UNION BANK OF LOUISIANA, Complainants,
vs.
JOSIAH S. STAFFORD AND HIS WIFE, Defendants. } In Chancery.

The undersigned, one of the masters of this court, to whom all matters were referred relating to the appointment of a receiver by the orders of the 6th day of the present month in his report filed in this cause on the 8th day of the said present month, says that he has approved of the proposals of the defendants, and that he will appoint Nathaniel F. Williams as receiver in said cause under the order of the twenty-sixth of August last, upon his giving bond in the form hereunto annexed, with Henry H. Williams, J. J. Davis, Joseph Bates and Samuel M. Williams, or any two of them, as his sureties, by the 18th of the present month, in default whereof the said master will again proceed on the said reference.

The said Nathaniel F. Williams having failed by the said 18th day of said present month to give the bond with surety required by the said report on the said 18th day of the present month, I gave notice to the parties by their counsel that I would again proceed on said reference on Tuesday evening, at the office of William G. Hale, Esq., at three o'clock P. M., and accordingly on said day, at the office of the said William G. Hale, Esq., at the said hour, I was in waiting and was attended by the solicitors of the parties, to wit, William G. Hale, Esq., on the part of the complainants, and Messrs. Harris and Pease and McQueen and Alexander on the part of the defendants, and accordingly proceeded with said reference, and now report that I received the proposals of both parties, complainants and defendants, and heard what they had to urge, and having maturely considered of the same, I determined to and accordingly approve of L. M. Hitchcock as the receiver in this cause, and adopt the proposal of the complainant, and accordingly appoint said Hitchcock said receiver, upon his giving bond in the penalty of forty thousand dollars in the form hereto annexed, with Jacob L. Briggs, George Ball, Albert G. Ball, and G. C. Kuhn as his sureties, by the 23d day of the present month, in default whereof the said reference

will again be proceeded on, and the said person so appointed as receiver shall serve as such according to the proposal of the complainant, which is hereto annexed, without any charge for compensation other than for actual expenses necessarily incurred by him in performing the duties of his office. And the said master also reports herewith the proposal of the said defendants with the accompanying bond of the proposed receiver on the part of the defendants.

And the said master further reports that the bond now reported to be executed is so far changed from that formerly reported as to make it payable to the Judge of the Court, instead of the President of the United States.

And said master further reports that on this 18th day of the present month the said Nathaniel F. Williams, the said former appointed receiver, filed with said master a bond, which is herewith filed, signed by himself and the sureties approved, but the same not being in conformity to that approved by the said former report, the same was not received and approved as the bond required by the said former report.

All which is respectfully submitted.

A. M. HUGHES,
Master in Chancery.

December 18th, 1848.

Proposition for Receiver by Compl'ts.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
vs.
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Defd'ts.
In Chancery.

The Union Bank of Louisiana, the party complainant in the above-entitled cause, upon the reference to Archibald M. Hughes, Master in Chancery, of the matters relating to the appointment of a new receiver in the said cause, made by the order of the said court of the sixth day of the present month, which reference has been by the said master continued to the present day, proposes, by his attorneys and solicitors, as a suitable person to serve as receiver therein, under the orders of the said court of the twenty-sixth day of August, A. D. 1848, L. M. Hitchcock, Esq., of Galveston, and as his sureties Jacob L. Briggs, George Ball, Albert G. Ball, and J. C. Kuhn, or so many of them as may be sufficient for the sum of forty-thousand dollars.

And the solicitors of the said complainant would respectfully suggest to the said master on the part of the said complainants, as a reason for the appointment of the above-named person as receiver, that he will serve in that capacity without making any charge for

his compensation, other than for actual expenses necessarily incurred by him in performing the duties of the said office.

EBENEZER ALLEN & WILLIAM G. HALE,
Attorneys and Solicitors for Compl'ts.

December the 19th, 1848.

Form of Bond for Receiver.

THE UNITED STATES OF AMERICA,
District of Texas.

To wit: Know all men by these presents that we are held and firmly bound unto John C. Watrous, Judge of the District Court for the district aforesaid and his successors in office, in the just and full sum of forty thousand dollars, for the payment of which, well and truly to be made, we and each of us bind ourselves, our heirs, executors and administrators jointly and severally firmly by these presents, sealed with our seals and dated this day of December, A. D. 1848.

The condition of the above obligation is such that whereas the above bound by a report filed by a master in chancery in said District Court in the suit therein depending, wherein the Union Bank of Louisiana are complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, are defendants, has been named as the receiver in the said suit; now should the said report be confirmed and said be appointed said receiver, in that event, if said shall faithfully discharge all the duties of said receiver, and in all things and in every respect obey all the orders, decrees and directions of the court as to the disposition of the property which may come into his hands as such receiver, and shall when thereto required by any such order, decree or direction deliver the said property and every part thereof with all the increase, profits, hire and proceeds thereon to such person or in such manner as said order, decree, or direction may specify, then the above obligation to be void, else to be and remain in full force and effect.

Signed, sealed and delivered in presence of [SEAL.]
[SEAL.]
[SEAL.]
[SEAL.]

Proposition for Receiver by Defendants.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

THE UNION BANK OF LOUISIANA, Complainants,
vs.
JOSIAH S. STAFFORD AND JEANETTA, HIS WIFE, Defendants.
In Chancery.

In this cause, the defendant Jeanetta Stafford, by her solicitors,

proposes Nathaniel F. Williams as receiver; and she makes reference to her former proposal of him to the master, and submits herewith a bond duly executed in the form and with sureties approved by the master in support of this proposal.

McQUEEN, HARRIS & PEASE, & ALEXANDER,
Of the Solicitors for the Defendant Jeanetta Stafford.

December 9th, 1848.

Form of Bond for Receiver.

THE UNITED STATES OF AMERICA,
District of Texas.

To wit: Know all men by these presents that we, Nathaniel F. Williams, J. Bates are held and firmly bound unto John C. Watrous, Judge of the District Court for the district aforesaid, and his successors in office, in the just and full sum of forty thousand dollars, for the payment of which well and *well and* truly to be made we and each of us bind ourselves, our heirs, executors and administrators, jointly and severally firmly by these presents, sealed with our seals, and dated this 16th of December, A. D. 1848.

The condition of the above obligation is such that whereas the above bound Nathaniel F. Williams, by a report filed by a master in chancery, in said District Court in the suit therein depending, wherein the Union Bank of Louisiana is complainant and Josiah S. Stafford and Jeanetta Kirkland, his wife, is defendant, has been named as the receiver in the said suit; now should the said report be confirmed and said Nathaniel F. Williams be appointed said receiver, in that event, if said Williams shall faithfully discharge all the duties of said receiver, and in all things and in every respect obey all the orders, decrees and directions of the court as to the disposition of the property which may come into his hands as such receiver, and shall when thereto required by any such order, decree or direction deliver the said property and every part thereof, with all the increase, profits, hire and proceeds thereon to such person or in such manner as said order, decree or direction may specify, then the above obligation to be void, else to be and remain in full force and effect.

NATH'L F. WILLIAMS, [SEAL.]
J. BATES, [SEAL.]
J. J. DAVIS. [SEAL.]

Signed, sealed and delivered in presence of—Witness signature of N. F. Williams, R. Jenkins; John W. Harris as to J. Bates; Henry H. Williams as to J. J. Davis.

Form of Bond for Receiver.

THE UNITED STATES OF AMERICA,
District of Texas.

To wit: Know all men by these presents that we, Nathaniel F. Williams, Samuel M. Williams, J. J. Davis, , are held and firmly bound unto John C. Watrous, Judge of the District Court for the district aforesaid, and his successors in office, in the just and full sum of forty thousand dollars, for the payment of which, well and truly to be made, we and each of us bind ourselves, our heirs, executors and administrators, jointly and severally firmly by these presents, sealed with our seals, and dated this 16th day of December, A. D. 1848.

The condition of the above obligation is such, that whereas the above bound Nathaniel F. Williams, by a report filed by a master in chancery, in said district court, in the suit therein pending, wherein the Union Bank of Louisiana is complainant, and Josiah S. Stafford and Jeanetta Kirkland, his wife, are defendants, has been named as receiver in said suit, now should the said report be confirmed and said Nathaniel F. Williams be appointed said receiver, in that event, if said Williams shall faithfully discharge all the duties of said receiver, and in all things and in every respect obey all the orders, decrees, and directions of the court as to the disposition of the property which may come into his hands as such receiver, and shall when thereto required by any such order, decree, or direction, deliver the said property and every part thereof, with all the increase, profits, hire, and proceeds thereon, to such person or in such manner as said order, decree, or direction may specify, it being well understood that the aforesaid sureties are bound for the correct and proper fulfilment of the duties of receiver, and not bound to account for slaves that may die, or be lost by unavoidable accident or casualty, then the above obligation to be void, else to be and remain in full force and effect.

NATH'L F. WILLIAMS, [SEAL.]
SAM'L M. WILLIAMS, [SEAL.]
J. J. DAVIS. [SEAL.]

Signed, sealed, and delivered in presence of H. Jenkins, as witness to signature of S. M. Williams and Nat. F. Williams. Witness to J. J. Davis' signature, Jos. V. Williams.

Which said report was thereafter, to wit, on the twentieth day of December, in the year aforesaid, filed in the said court.

Afterwards, to wit, on the twenty-third day of December, in the year aforesaid, the following affidavit and application for the issuance of commissions was filed, to wit:

Affidavit, etc.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
vs.
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.
In Chancery.

To Josiah S. Stafford and Jeanetta Kirkland, his wife; or to John W. Harris, Hugh McQueen, or William Alexander, solicitors of the above-named defendants.

MADAM AND GENTLEMAN:

Please to take notice that we have this day, the 11th day of December, 1848, filed in the office of the clerk of the District Court of the United States, new interrogatories, addressed to the following named witnesses in the above-entitled cause, the names of some of said witnesses having been wrongly spelled in the former interrogatories: William F. Cheney, John Dunwoody, N. Robbinett, Hadley P. Robert, James Lloyd, Crawford Brown, Nathaniel P. Mitchell, Jesse Kirkland, John Whittington, ——— Bushner, ——— Hagar, James D. Spurlock, and John Crawford, and also separate interrogatories to the said N. Robbinett, and additional interrogatories to James Alexander McWaters; and that in consequence of the return of the former commission taken out, by reason of the incompetency of the commissioners therein named to execute the same, we shall, after the expiration of ten days from the time of this notice now given to you, proceed to take out new commissions for the examination of the above-named witnesses, and Charles S. Leckie, upon the interrogatories now and before filed, so that if you wish to file cross-interrogatories thereto, you must do so before the expiration of the time above stated.

EBN. ALLEN AND WM. G. HALE,
Solicitors for Compl'ts.

UNITED STATES OF AMERICA,
District of Texas.

I, William G. Hale, solicitor of the complainants in the cause of the Union Bank of Louisiana vs. Josiah S. Stafford and Jeanetta Kirkland, his wife, make oath and say that I served a true copy of the notice on the reverse of this page, on Hugh McQueen, solicitor of the defendants in the said cause, on the 11th day of December, A. D. 1848.

WILLIAM G. HALE.

3290.

Subscribed and sworn to this 23d day of December, in 1848, in open court.

JAMES LOVE, *Clerk.*

To the Clerk of the District Court of the United States for the District of Texas:—

You will please to issue two commissions in chancery, to take testimony in the cause of the Union Bank of Louisiana vs. Josiah S. Stafford and Jeanetta Kirkland, his wife, one directed to J. F. Scott, Gwinn Harris, J. P. Airail, M. R. Airail, and Valentine F. Cotton, or either of them, for the parish of Rapides, and State of Louisiana, to take the testimony of all the witnesses named in the foregoing notice; and the other directed to Ralph Cushman, and J. H. Barbin, or either of them for the parish of Avoyelles, and said State, to take the testimony of N. Robbinett, and in issuing the said commissions, you will observe the practice of this court in chancery, and the orders in the said cause.

EBN. ALLEN AND WM. G. HALE,
Solicitors of Compl'ts.

Afterwards, to wit, on the twenty-third day of December, in the year aforesaid, the following agreement was filed, to wit:

Agreement.

IN THE UNITED STATES, DISTRICT COURT,
District of Texas.

UNION BANK OF LOUISIANA, Complainants,
against
JOSIAH S. STAFFORD AND WIFE, Defendants. } In Chancery.

It is agreed by the complainants and the defendants in said cause that the account of Peter MacGreal, late receiver, in said suit, be submitted to James Love, master in chancery, for examination and decision, according to the evidence that may be produced before him touching said account, the said master in chancery to proceed in the premises at ½ past 3 o'clock P. M., December 23, 1848, at the court-room of the U. S. District Court.

ALLEN & HALE,
For Compl'ts.
H. McQUEEN,
For Def'ts.

Afterwards, to wit, on the twenty-third day of December, in the year aforesaid, the following orders were made by the court, to wit:

Order.

It is agreed by the complainants and the defendants by counsel, that the account of Peter McGreal, late receiver in this cause, be referred to James Love, Esq., who is appointed a master for that purpose, for an examination and allowance according to the evidence which may be adduced before him touching the same, and he is to proceed in the premises at half-after three o'clock of this day at the court-room of this court.

Order.

Upon motion of complainant by counsel, it is ordered that either party may take out commissions, addressed to any or either of the commissioners to take testimony in this cause, named by an order of the fourteenth day of the present month, without further application to the judge of this court, under the test of the judge, signature of the clerk, and seal of the court.

Afterwards, to wit, on the twenty-sixth day of December, in the year aforesaid, the said defendants, by McQueen and Harris, their solicitors in this court, filed the following motions, to wit:

Motion.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainant
and
JOSIAH S. STAFFORD AND JEANETTA, HIS WIFE, Defendants.

In Chancery.

In this cause, the defendant Jeanetta Stafford, by her solicitors, moves this honorable court to appoint Nathaniel F. Williams as receiver therein, or in the alternative to refer the matter of the appointment of a receiver again to the master in chancery. And she refers to the reports of the master appointing said Nathaniel F. Williams as receiver and to the papers therewith filed, and also to the report of the master appointing L. M. Hitchcock as receiver and the papers therewith filed, and also to such other affidavits and other papers as may be filed herewith on or before the hearing of this motion in support thereof.

McQUEEN & HARRIS,
Of the Solicitors for the Defendant.

Dec. 26th, 1848.

3291

Motion.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainant,
and
JOSIAH S. STAFFORD AND JEANETTA, HIS WIFE, Defendant.

In Chancery.

In this cause, the defendants, by their solicitors, move this honorable court that the order heretofore made on the 14th day of Dec. 1848, by this honorable court, in said cause, requiring the receiver now appointed or hereafter to be appointed to proceed at once to hire out the slaves in controversy in said cause until the first day of January, A. D. 1850, observing the same formalities, terms and conditions as far as may be contained in the order of this court of the 26th day of February, A. D. 1848, be changed and amended so that said receiver shall be authorized to hire out said negro slaves at the plantation of Nathaniel F. Williams, in the county of Fort Bend, and that the notices for said hiring be given in Fort Bend county instead of Brazoria, and the said defendants respectfully refer the court to the affidavits and other papers herewith filed.

McQUEEN & HARRIS,
Of the Solicitors for the Defendants.

Which said motions were on the same day entered on the motion book of the said court.

Afterwards, to wit, on the twenty-third day of December, in the year aforesaid, the following affidavit was filed, to wit:

Affidavit.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainant,
and
JOSIAH S. STAFFORD AND JEANETTA, HIS WIFE, Defendants.

In Chancery.

Personally came and appeared before me, James Love, clerk of said court, Josiah S. Stafford, who, being sworn, deposeth and says, that the removal of the negro slaves in controversy in this cause to the town of Brazoria, for the purpose of hiring them out at this season of the year, will be very troublesome and expensive; that many of said slaves are children, and can only be removed by hiring

wagons and teams for that purpose, which cannot be hired to transport them over the bad roads at this season, except at great expense. This affiant believes that the health of said negroes will be greatly endangered by making such removal of them at this inclement season of the year. He further states that at a former time, when said negroes were taken to Brazoria for hiring, about this season of the year, that one of the slaves from exposure to the inclement weather contracted a disease, of which she afterwards died. This affiant also states that a portion of said slaves are now at the plantation of N. F. Williams, in Fort Bend, and the others can be taken more conveniently and at much less expense and exposure than they can be taken to Brazoria. This affiant also believes that said slaves will be hired to planters living in and near the said plantation of Williams, and that there will be as many and perhaps more bidders present at said plantation than there would be at Brazoria, and that said slaves will hire for as much at the one place as the other.

JOSIAH S. STAFFORD.

Afterwards, to wit, on the twenty-seventh day of December, in the year aforesaid, the following affidavit was filed, to wit:

Affidavits of Service of Order.

UNITED STATES OF AMERICA,
District of Texas.

To wit: *District Court. December Term*, 1848.

THE UNION BANK OF LOUISIANA, Complainants,
vs.
JOSIAH S. STAFFORD AND WIFE, Defendants.

Upon motion of complainant by counsel, it is ordered that Benjamin F. Terry, of the county of Brazoria, who appears by the report of the receiver to have hired such of the negro slaves in controversy in the said cause as were publicly hired out under the order of this court, by the said receiver, do, at the expiration of such hiring, to wit, on the first day of January, A. D. 1849, deliver all of the said slaves so hired, and their increase during such hiring, to the receiver now appointed, or to be hereafter appointed, at the town of Brazoria; and that the said receiver do at once proceed to hire out the same until the first day of January, A. D. 1850, observing the formalities, terms, and conditions so far as may be contained in the order of this court of the twenty-sixth day of February, A. D. 1848.

I, Archibald M. Hughes, clerk of the District Court, for the district aforesaid, do hereby certify that the foregoing is a true copy of the order made in the case of the Union Bank of Louisiana vs. Josiah S. Stafford and wife.

In testimony whereof I hereto subscribe my name, and have caused

the seal of said court to be affixed at the city of Galveston, this 14th December, A. D. 1848.

[SEAL.] A. M. HUGHES,
Clerk.

UNITED STATES OF AMERICA,
District of Texas.

I, William G. Hale, solicitor for the complainants in the cause on the reverse of this page named, make oath and say, that I served a true copy of the foregoing order upon Benjamin F. Terry, therein named, and at the same time exhibited to him the foregoing copy under the seal of the court, on the fifteenth day of December, A. D. 1848.

WILLIAM G. HALE.

Subscribed and sworn to, this twenty-seventh day of December, 1848, in open court.

JAMES LOVE,
Clerk.

Afterwards, to wit, on the twenty-seventh day of December, in the year aforesaid, C. P. Herman filed the following answer to the rules heretofore made against him and others in this cause, to wit:

Answer.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

In Chancery.

In compliance of an order of the said court, made on the 24th day of August, A. D. 1848, in the case wharein the Union Bank of Louisiana is complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, are defindants, wharein said order requirred all persons having any of the slaves named in the *skedual*, accompaning said order, to give them up or give bond to the receiver; and I, C. P. Hermons, having one of said slaves by the name of *Charlotte*, about 51 years old, she was put hear by Stafford, under medical attention; and I, the said C. P. Hermons, having attended on the said Charlotte, and several others of the said Stafford's nigrois; besides I attended on his plantation one year as *fisition*, and having never received any compensation for it, and considering that I had a *lean* on the old womon Charlotte for my services, I tharefore have declined to give any bond for her delivery.

C. P. HERMAN.

THE STATE OF TEXAS,
Fort Bend County.

This day, to wit, the 19th of December, A. D. 1848, personally came and appeared before me, C. C. Dyer, chief justice in and for said county, C. P. Hermons whom I know, and made and signed the foregoing statement in my presents; all of which I certify under my hand and the seal of the county court, this day and date above written.

[SEAL.] C. C. DYER,
Chief Justice F. B. C.

Afterwards, to wit, on the twenty-seventh day of December, in the year aforesaid, Peter McGreal, receiver in the above-entitled cause, filed the following petition, to wit:

Petition of Receiver.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.

In Chancery.

To the honorable JOHN C. WATROUS, judge of the District Court of the United States, in and for the district of Texas, having and exercising the powers and jurisdiction of a circuit court of the same.

The petition of Peter McGreal, receiver in the above-entitled cause, respectfully showeth to your honor,

That, on the 23d day of December, A. D., 1848, Ebenezer Allen and William G. Hale, solicitors for the complainants, representing to him the peculiar and embarrassing situation in which the complainants had been placed by the resignation which he had before tendered to the court, and the proceedings had thereon; the inevitable injury to all parties interested in the cause, and the danger of the total loss of the property now in the possession of the court, desired him to withdraw his resignation and to continue to act as receiver, until such time at least as was necessary to preserve and secure the rights of the parties by executing the order of this court of the 14th day of December, A. D. 1848.

That the nature of this application so made to him by the said solicitors, and the reasons upon which it was based, appear by the writing hereto annexed, signed by the said solicitors.

That, in consideration of the imminent danger, and the urgent application aforesaid, your petitioner conceived it to be his duty, although at much personal inconvenience, trouble, and risk, to

continue to act as receiver under the orders of this court until the pleasure of the court should be known; and so to enforce and perform the orders heretofore made in this cause that the just rights of both the parties thereto might be secured, his own responsibility discharged, and the dignity of the court maintained.

Wherefore your petitioner prays the advisement of the court in the premises, and that he may have leave to withdraw his resignation herein, as in fact, so far as he is entitled so to do he now does, and that the court may make such further order with reference thereto as may seem to the court just and right.

And as in duty bound, your petitioner will ever pray, etc.

PETER MacGREAL.

Galveston, 26th December, 1848.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.

In Chancery.

Ebenezer Allen and William G. Hale, solicitors of the above-named complainants, would respectfully represent to Peter McGreal, Esquire, receiver in the above-entitled cause, as follows, that is to say:

That the said receiver, on the seventh day of August, A. D. 1848, by his petition then filed, tendered his resignation of his said office to the said court on account of the inconvenience which the said office occasioned in the management of his private business: that such his resignation was accepted by the said court for the reasons therein shown to the court, upon the condition that he should continue to act as receiver in the said cause, until his successor should be duly qualified, and that the master in chancery was directed to proceed to appoint such a successor.

That the said master, Thomas Bates, Esq., did accordingly designate the thirty-first day of August 1848, as the day for proceeding to make such appointment, and gave notice thereof to the solicitors of the parties in the said cause; on which day one of the solicitors of the said complainants duly attended and offered a proposal of a suitable person to act as receiver; but that none of the solicitors of the said defendants appearing, the reference was by the said master adjourned to the first Monday of October 1848, and that upon said last mentioned day, the solicitors of both parties attending, proposals were submitted to the master, but upon motion of the solicitor of the said defendants the reference was again adjourned to the 11th day of October, 1848; and that upon said last mentioned day, A. Sydney Johnson was proposed as receiver by the said defendants, and approved of but not appointed by the said master, and further required

to give bond in the form and with the sureties designated by the said master on or before the first day of November, 1848, all of which will distinctly appear by the records of the court in the said cause.

That the said A. Sydney Johnston, before the said first day of November, A. D. 1848, declined acting as receiver in said cause, and giving the bond required by the master, and that such his refusal was known to the said defendants before the said day; yet they concealed such knowledge, and did not either acquaint the said master or the solicitors of the said complainants of the fact, as in duty they were bound to do.

That the solicitors of the said complainant, however, having accidentally during the said month of November, and while the said master was absent, learned the intention as aforesaid of the said Johnston, applied to the court as soon as they were thereafter able to do, and obtained an order on the ninth day of December, 1848, to refer all matters relating to the appointment of a new receiver to Archibald M. Hughes, Esquire, master in chancery.

That the said Hughes has accordingly, at the instance of the solicitors of the said complainants, held two meetings and made two reports thereon; by which reports it will appear that it has constantly been the design and settled object of the said defendants to prevent the appointment of a new receiver until after the first day of January next, on which day the greater portion of the negro slaves in controversy in said cause are, by the order of this court of the fourteenth day of December, 1848, to be delivered up by the persons hiring the same to the receiver, and to be by him again hired out.

That as the said solicitors expressly charge and are ready to maintain, the efforts, intentions and purposes of the said defendants have from the beginning, and especially from the time of the filing of the petition of resignation of the said MacGreal up to the time of presenting this application, been directed mainly to obtain possession again of the negro slaves aforesaid, by evading the orders of this court and by disregarding the rights of the complainants and the dictates of equity and good conscience.

That unless some speedy and decided action be taken, there is imminent danger that the negro slaves aforesaid will be released from the custody of the person hiring the same on the first day of January, 1849, and scattered, dispersed, or put in the possession of the said defendants, without any remedy therefor existing for the said complainants.

That thereby the orders of the court will be disobeyed and frustrated, the rights of both parties, and especially the said complainants, greatly and perhaps irretrievably lost, and the dignity and authority of the court violated and set at naught.

That in order to prevent such disastrous consequences, and to call the attention of the said MacGreal to the duties imposed on him by the orders of this court, the said solicitors now make this their application, and request him, as he is in fact bound to do, to continue to act

as receiver in said cause until after the first day of January, 1849, and until the said negro slaves be again hired out; and for that purpose to withdraw his resignation before tendered, and to desire the court to authorize and sanction his continuance in said office.

EBN. ALLEN AND WILLIAM G. HALE,
Solicitors of Complainants.

Afterwards, to wit, on the twenty-eighth day of December, in the year aforesaid, the said complainants, by Ebenezer Allen and William G. Hale, their solicitors in this court, filed the following interrogatories, to wit:

Interrogatories.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.

In Chancery.

Interrogatories to be administered to John W. Brooks and John P. Gill, witnesses to be produced, sworn and examined in a certain cause now depending and at issue in the District Court of the United States for the District of Texas, wherein the Union Bank of Louisiana are complainants and Josiah S. Stafford and Jeanetta Kirkland, his wife, are defendants, on the part of the said complainants.

First. Do you know the parties defendant in the title to these interrogatories named, or either and which of them? How long have you known them respectively? Declare the truth and your utmost knowledge, remembrance and belief herein.

Second. Do you recollect a suit commenced in the District Court for the county of Brazoria, in the year 1846, by the Union Bank of Louisiana as plaintiff, against Josiah S. Stafford as defendant? If yea, state in what capacity as an officer of said court you were acting at the time of the institution and during the pendency of such suit.

Third. What writs were directed to you or placed in your hands to be executed during the pendency of said suit? If any writs of sequestration, state what attempts and when you made to execute them; state particularly.

Fourth. What causes prevented you from executing such writs of sequestration? What opposition, if any, was made to you in executing such writs, and by whom? What difficulties were created and by whom therein? State particularly.

Fifth. Who of the persons who opposed, obstructed or prevented

the execution of such writs were reputed to be friends of the defendants hereto? What language and expressions did they use in your hearing relative to the execution and object of said writs? Declare, etc.

Sixth. Where were the negro slaves named in said writs placed, secreted or concealed at and after the time when you attempted to execute the same? What means were used, and by whom, so to secrete and conceal them? Declare, etc.

Seventh. What did you ever hear either of the said defendants say with relation to the execution of such writs, and the object and result of the said suit, and the means he or she would use to prevent the said negro slaves from being so seized? State particularly.

Eighth. Do you know or can you set forth any other matter or thing which may be a benefit or advantage to either of the parties at issue in this cause, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

EBN. ALLEN & WM. G. HALE,
Solicitors and of Counsel for Compl'ts.

Afterwards, to wit, on the twenty-eighth day of December, in the year aforesaid, the following entry was made in the order book of this court, to wit:—

Entry of Notice.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainant,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.
In Chancery.

To Josiah S. Stafford and Jeanetta Kirkland, his wife, or to John W. Harris, Hugh McQueen, or William Alexander, solicitors of the said defendants.

MADAM AND GENTLEMEN:

Please to take notice that we have this day, the twenty-eighth day of December, A. D. 1848, filed in the office of the clerk of the said court interrogatories to be administered to John W. Brooks and John P. Gill, witnesses to be produced, sworn and examined in the above-entitled cause, on the part of the complainants, and that after the expiration of the time of ten days from the time of the notice now given to you, we shall proceed to take out a commission for the examination of said witnesses, so that if you wish to file cross-interrogatories, you must do so before the expiration of the time above limited.

EBN. ALLEN AND WM. G. HALE,
December 28th, 1848. *Solicitors for Complainants.*

3295.

Afterwards, to wit, on the thirtieth day of December, in the year aforesaid, the Master in Chancery filed the following report, to wit:

Report of Master.

December 30, 1848.

UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.

In pursuance of an order of the honorable court, referring the account of the receiver, Peter McGreal, to me, as master in chancery, the parties appeared before me in person and by counsel, and having heard the evidence, ask leave to report the result of my examination, as follows:—

Services of eight men five days in guarding and conveying seventy-five negroes from Fort Bend to the town of Brazoria, a distance of forty miles	$75 00
One wagon and twenty-seven horses and mules employed five days	160 00
One cart, two yoke of oxen and driver one and a half days	9 00
House-rent forty-three days	40 00
Feeding seventy-five negroes thirty-nine days, at 11c. per day each	321 75
Feeding 64 negroes 4 days, 11c. each per day	28 16
Four men guarding 75 negroes 39 days, being employed day and night, including subsistence, at $3 per day each	468 00
Six men guarding day and night, and subsistence, 4 days each, at $3 per day	72 00
Four men pursuing negroes	20 00
Cash paid Chinn for medical attendance	72 00
For clothing, shoes, &c.	47 80
	$1313 71
Personal services, traveling and returning from Galveston to Fort Bend, a distance of 110 miles, executing bond as receiver, personal expenses, care and custody of 75 negroes forty-three days	$1313 71
Hiring out the same under the order of the court, taking bonds and security, as well as bonds for the return of the negroes	500 00
Whole amount	$1813 71

The master further reports that he found considerable difficulty

in adjusting and auditing the amount as reported above; the proof was that Peter MacGreal had paid the guards a higher rate than allowed; but being of opinion that in the absence of any proof justifying the payment of extraordinary wages to those employed, that the defendants ought not to be taxed with the excess. Again, the weight of proof is that the price of feeding the negroes should be greater than the allowance made, but being of opinion, as the receiver is allowed for all his personal services and expenses the full amount he charged, and that he ought not to be allowed a profit on his outlay, I have made the allowance as reported, upon the basis of the value of the ration per day at Brazoria according to the proof of the prices paid by the receiver for the food distributed to the negroes. All which is respectfully submitted.

JAMES LOVE.

Upon the request of the receiver, I further report that the proof by some of the witnesses was that the receiver had paid five dollars a-day to the guards; and also by some witnesses that the receiver was entitled to fifty cents a-day for each negro, for his food; and by another witness 25c. per day; by other witnesses 7c. or 8c. per day. My report for 11c. per diem is founded on proof of the value of the ration at Brazoria, according to the price paid by receiver.

JAMES LOVE.

Afterwards, to wit, on the 15th day of January, in the year of our Lord one thousand eight hundred and forty-nine, the said complainants, by Ebenezer Allen and William G. Hale, their solicitors in this court, filed the following application for a commission.

Application.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Deft's.

In Chancery.

To Josiah S. Stafford and Jeanetta Kirkland, his wife; or to John Harris, Hugh McQueen, or William Alexander, solicitors of the said defendants:—

MADAM AND GENTLEMEN:

Please to take notice that we have this day, the twenty-eighth day of December, A. D. 1848, filed in the office of the clerk of the said court interrogatories to be administered to John W. Brooks and John P. Gill, witnesses, to be produced, sworn and examined in the above-entitled cause on the part of the complainants; and that

after after the expiration of the time of ten days from the time of the notice now given to you, we shall proceed to take out a commission for the examination of said witnesses, so that if you wish to file cross-interrogatories, you must do so before the expiration of the time above limited.

EBN. ALLEN AND WM. G. HALE,
Solicitors for Complainants.

December 28th, 1848.

UNITED STATES OF AMERICA,
District of Texas.

I, William G. Hale, one of solicitors of the above-named complainants, depose and say that on the 29th day of December, 1848, I served a true copy of the above notice on Hugh McQueen, Esq., one of the solicitors of the above-named defendants.

WM. G. HALE.

Subscribed and sworn to this 15th day of January, 1849, in open court.

JAMES LOVE,
Clerk.

To the Clerk of the District Court of the United States, District of Texas.

SIR:—You will please to issue a commission to take the testimony of John W. Brooks and John P. Gill upon the interrogatories heretofore filed in the case of the Union Bank of Louisiana, complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, defendants, directed to Jarvis Dockrill, of the county of Brazoria and State of Texas; and in so doing you will follow the orders and the practice of this court in chancery.

EBN. ALLEN AND WM. G. HALE,
Solicitors for Complainants.

January 15th, 1849.

Afterwards, to wit, on the fifteenth day of January, in the year aforesaid, the following order was made by the court, to wit:—

Order.

Upon motion of defendants by counsel, it is ordered that A. C. Ainsworth, of the city of New Orleans, and State of Louisiana, be and is hereby named a commissioner for the taking of testimony, and his name to be inserted in a commission for that purpose in behalf of said defendants.

Afterwards, to wit, on the seventeenth day of January, in the year aforesaid, the following order was made by the court, to wit:—

Order.

The motion to appoint Nathaniel F. Williams receiver, or to refer to master in chancery being heard and argued: It is ordered by the court that the same be overruled.

Afterwards, to wit, on the twenty-third day of January, in the year aforesaid, the following affidavit was filed, to wit:

Affidavit.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between

THE UNION BANK OF LOUISIANA, Compl'ts,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.

In Chancery.

I, Robert Lewis, upon whom were served copies of the orders of this court of the 24th and 25th days of August, 1848, now in accordance therewith show cause and say:—

That I have now in my possession a negro man named Wallace, about 30 years of age, whom I hired from Josiah S. Stafford, above named, some time in May or June, 1848; that I hired him at the request of said Stafford from the time of taking him in May or June to the first day of January, 1849, paying the said Stafford therefor in advance the sum of seventy-five dollars for that period; that I have the receipt of the said Stafford for the payment of the said sum of seventy-five dollars, and that I owe him nothing further on the hiring.

And I further say that I hold the said negro slave subject to the orders of this court, and that I am desirous of retaining him upon such terms as may be imposed by such orders, if I shall, consistently with my interest, be able to comply therewith; and if not, that in such case I am ready to deliver him up to the receiver in this cause.

ROBERT LEWIS.

Subscribed and sworn to, this twenty-third day of January, 1849, before me.

JAMES LOVE,
Clerk.

Afterwards, to wit, on the twenty-seventh day of January, in the year aforesaid, the said complainants, by Ebenezer Allen and William G. Hale, their solicitors in this court, filed the following motion, to wit:

Motion.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Defen'ts.

In Chancery.

Ebenezer Allen and William G. Hale, of counsel for the complainants in the above-entitled cause, move this honorable court to rescind the order made on the sixth day of December last past, directing Archibald M. Hughes, master in chancery of this court, to assume the reference of all matters relating to the appointment of a new receiver in the said cause; and in support of this motion they refer to the several reports of the said master, and also the several reports and petitions of Peter MacGreal, Esquire, now receiver in the said cause and to such other parts of the records of this court, and such affidavits and written proofs as may be deemed pertinent and necessary upon the hearing of the same.

EBN. ALLEN AND WM. G. HALE,
Of Counsel for Compl'ts.

January 27th, 1849.

Which said motion was on the same day entered on the motion book of the said court, and thereafter, to wit, on the twenty-seventh day of said month, was sustained by the court.

Afterwards, to wit, on the twenty-seventh day of January, in the year aforesaid, Peter MacGreal, Esquire, receiver in this cause, filed the following petition, to wit:

Petition of Receiver.

THE UNITED STATES OF AMERICA,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Defen'ts.

In Chancery.

To the honorable John C. Watrous, Judge of the District Court of the United States for the district of Texas.

The petition of Peter MacGreal, receiver in the above-entitled cause, respectfully represents:

That there is not at present any master of this honorable court to whom he is bound to, or can report, or of whom he can obtain directions in the discharge of the duties of his office; and that he is and has been hitherto uncertain whether he is by any rule of this honorable court, or in the judgment of your honor, required to file or offer any additional bond besides that offered by him and approved, upon his first entering upon said office. Wherefore he prays the appointment of a master for the purpose herein stated, and the direction of your honor whether he shall leave upon the files of this court the additional bond herewith filed and prescribed by him, and for such other order as your honor may think necessary for his government, and he will ever pray, etc.

PETER MACGREAL,
Receiver.

Afterwards, to wit, on the twenty-seventh day of January, in the year aforesaid, Peter MacGreal, Esquire, receiver in this cause, filed the following bond, to wit:

Bond.

THE UNITED STATES OF AMERICA,
District of Texas.

Know all men by these presents, that we, Peter MacGreal, Robert J. Townes, Joseph E. Wilson, and Edward Purcell, of the county of Brazoria, and M. C. Spann, of the county of Galveston, within the disirict aforesaid, are held and firmlv bound to the President of the United States of America, in the further sum of twenty thousand dollars, lawful money of the said United States, to be paid to the said president, his successors in office, or whomsoever he or they shall direct; for which payment well and truly to be made, we bind ourselves, our heirs, executors and adminstrators, jointly and severally by these presents, sealed with our seals, and dated this first—day of January, in the year of our Lord, one thousand eight hundred and forty-nine.

Whereas, by an order of the honorable the judge of the District Court of the United States aforesaid for the said district, and the proceedings had thereon, on the fifth day of February, in the year of our Lord aforesaid, the said Peter McGreal was duly appointed receiver in a certain cause instituted in the said court by the Union Bank of Louisiana, complainants, against Josiah Stafford and Jeanetta Kirkland, his wife, defendants, of certain negro slaves in question in the said cause.

Now the condition of this obligation is such, that if the said Peter MacGreal shall well and faithfully perform the trust and office of receiver of the negroes in question in the said cause, and shall conform to such directions as the said court may from time to time give,

touching the disposal and management thereof, then this obligation to be void, otherwise to remain in full force and virtue.

PETER MacGREAL, [SEAL.]
M. C. SPANN, [SEAL.]
R. J. TOWNES, [SEAL.]
J. E. WILSON, [SEAL.]
EDWARD PURCELL. [SEAL.]

Signed, sealed and delivered in the presence of
JARVIS DOCKRILL,
STEPHEN W. DOSS.

Afterwards, to wit, on the twenty-ninth day of January, in the year of our Lord one thousand eight hundred and forty-nine, the said complainants, by Ebenezer Allen and William G. Hale, their solicitors in this court, filed the following motion, to wit:—

Motion.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.

In Chancery.

Ebenezer Allen and William G. Hale, of counsel for the complainants in the above-entitled cause, move this honorable court to receive the order made on the sixth day of December last past, directing Archibald M. Hughes, master in chancery of this court to assume the reference of all matters relating to the appointment of a new receiver in the said cause; and in support of this motion they refer to the several reports of the said master and of Thomas Bates, the former master, and also to the several reports and petitions of Peter MacGreal, Esquire, now receiver in the said cause, and to such other parts of the records of this court, and such affidavits and written proofs as may be deemed pertinent or necessary upon the hearing of the same.

EBN. ALLEN & WILLIAM G. HALE,
Of Counsel for Compl'ts.

January 27th, 1849.

Which said motion was on the same day entered on the motion book of the court.

Afterwards, to wit, on the first day of February in the year aforesaid, the following orders were made by the court, to wit:

Orders.

Upon motion of complainants by counsel, it is ordered that the order made on the sixth day of December last past, referring all the matters relating to the appointment of a new receiver, be and the same is hereby rescinded.

Upon reading and hearing the petition of Peter MacGreal, receiver in this cause, it is ordered that James Love, master in chancery, be and is hereby appointed for all the purposes contained in said petition.

Afterwards, to wit, on the fifth day of February, in the year aforesaid, the following petition was filed, to wit:

Petition.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA, KIRKLAND, HIS WIFE, Def'ts.

In Chancery.

The petition of Jarvis Dockrill, assessor and collector of taxes for the State of Texas and County of Brazoria, within the county aforesaid, respectfully represents:

That during the year 1847, and while the property hereinafter named was within the said county of Brazoria, your petitioner, by virtue of his said office, assessed the negro slaves then in the custody of the receiver appointed by this honorable court in the above-entitled cause, being 76 in number, at a value of fifty thousand dollars, and accordingly made out the account of taxes due thereon to the State and county aforesaid, and presented the same thereafterwards to the said receiver for payment thereof. But the said receiver declined paying the same unless thereto authorized by an order of this honorable court.

And your petitioner annexes a copy of the said account for the taxes aforesaid, and makes the same a part of this his petition.

Wherefore he prays that this honorable court will by an order thereof, authorize and require the receiver in the above-entitled cause, to pay to your petitioner, from the funds in his hand, the full amount of ninety-one $\frac{20}{100}$ dollars, being the amount of taxes due as aforesaid. And your petitioner will ever pray, etc.

ALLEN & HALE,
Of Counsel for Petitioner.

3209.

In UNITED STATES DISTRICT COURT,
District of Texas.

THE UNION BANK OF LOUISIANA
against
JOSIAH S. STAFFORD AND WIFE. } In Chancery.

To the State of Texas and County of Brazoria.

	Dr.
State tax for the year 1848, on 76 negroes, valued at $30,400	$60 30
unty of Brazoria, tax on same property, 50 per cent. of the State tax . . .	$30 40
	$91 20

Brazoria, January 1st, 1849.

I, Jarvis Dockrill, assessor and collector for the State of Texas, and county of Brazoria, do hereby certify that the foregoing is a just and true account of the State and County tax on said negroes, taken by Peter MacGreal, receiver in said cause, and now due, and for which payment is hereby demanded,

JARVIS DOCKRILL,
Assessor and Collector for Brazoria County.

I certify that the foregoing account is correct, true, and now due.

PETER MACGREAL,
Receiver.

January 1st, 1849.

Afterwards, to wit, on the fifth day of February, in the year aforesaid, the following order was made by the court, to wit:

Order.

Upon motion and petition of Jarvis Dockrill, tax collector of the county of Brazoria, it is ordered that Peter MacGreal, receiver in this cause, pay to said Jarvis Dockrill the sum of ninety-one dollars and twenty cents, the taxes due said collector, and chargeable on the property in this cause, for State and county taxes for the years 1847 and 1848, taking his receipt therefor.

Afterwards, to wit, on the tenth day of February, in the year aforesaid, the following copies of orders made by the said court were filed, on which were the annexed returns, to wit:

Copies of Orders.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Deft's.

In Chancery.

This day came the parties by their counsellors, and complainants by counsel "move the court, after the appointment of a receiver therein, to order that all persons now having possession of any of the negro slaves named and described in the bill of complaint, and the certificate of the appointment of a receiver upon contracts of hire, other than those entered into with the receiver, which may terminate or be renounced and abandoned before the final decision of this cause, do upon the service of a copy of this order, upon them, and after the termination, renunciation, or abandonment of such contract, at once deliver and surrender to the receiver now appointed or hereafter to be appointed, such of the said slaves as are in their possession as aforesaid, and that the said receiver do at once, unless otherwise directed, proceed to hire out the same in the manner prescribed in the order in this cause, of the 26th day of February, 1848," which motion, upon full argument and being understood by the court, was sustained.

I, Thomas Bates, Clerk of the District Court of the United States for the District of Texas, do hereby certify that the foregoing is a true and correct copy of an order made by the said court in a certain cause now depending therein, wherein the Union Bank of Louisiana are complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, are defendants, and entered on the records of said court, the twenty-fourth day of August, A. D. 1848.

In witness whereof, I have hereunto set my hand and affixed the seal of the said court, this the 24th day of October, A. D. 1848.

[SEAL.] THOS. BATES,
Clerk.

Affidavit.

UNITED STATES OF AMERICA,
District of Texas.

I, William G. Hale, one of the solicitors of the complainants in the cause, in the caption to the foregoing order named, make oath and say, that on the eighth day of November, A. D. 1848, I served W. H. Manadue, of the county of Brazoria, personally, with a true copy of the said order, and at the same time exhibited to him the above certified copy thereof; that on the thirteenth day of the same month, I left at the house of S. Damon, of the county of Brazoria, with the wife of the said Damon, a true copy of said order, the said Damon being then absent; that on the thirteenth day of the same

month, I served Dr. Herman, of Richmond, in the county of Fort Bend, with a true copy of the said order, and at the same time exhibited to him the above certified copy thereof.

WM. G. HALE.

Subscribed and sworn to before me at Galveston, this 5th day of December, A. D. 1848.

A. M. HUGHES,
Com'r of the United States for the district of Texas.

Return.

UNITED STATES OF AMERICA,
District of Texas.

I, E. W. Taylor, Deputy Marshal of the United States for the District of Texas, make oath and say, that I served Robert Lewis, Robert Lockhart, and ——— Kelly, of Houston, with a true copy of the foregoing order, and at the same time exhibited to them the foregoing copy thereof, on the eighth day of December, 1848; and that on the thirteenth day of the same month, I served Nathaniel F. Williams, of the county of Fort Bend, with a true copy of the said order, and at the same time exhibited to him the foregoing copy.

E. W. TAYLOR.

Subscribed and sworn to before me, this thirteenth day of February, 1849.

ABNER COOK, JR.,
Chief Justice of Harris County.

Copies of Orders.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.

In Chancery.

This day come the parties by their counsellors, and complainants by counsel "move the court, after the appointment of a receiver therein, to order that the following persons, Nathaniel Williams, of the county of Fort Bend, W. H. Manidue, of the county of Brazoria, Dr. Herman, of Richmond, in the county of Fort Bend, S. Damon, of , R. Lockhart, of , Robert Lewis, of , and Kelly, of Houston, do, upon service of a copy of the order, either give bond with good and sufficient security to the receiver now appointed, or hereafter to be appointed, in a penalty of double the value of the property hereinafter men-

tioned, to be estimated by the said receiver, conditioned that they will—those of the negro slaves named and described in the bill of complaint and certificate of the appointment of the receiver, appearing by the affidavits of the defendants hereto to be in their possession, forthcoming, to abide the order of this court shall direct, or if they refuse so to do, to appear before this honorable court at Galveston on the first Monday of December next, and show cause for such refusal," which motion, after argument and being fully understood by the court now here, was sustained.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Compl'ts,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.

In Chancery.

This day come the parties by their counsellors, and complainants by counsel "move the court, after the appointment of a receiver has been made and confirmed, to order that all persons now having possession of the negro slaves named and described in the bill of complaint and in the certificate of the appointment of receiver upon contract of hire, do upon service of a copy of this order attorn to the receiver now appointed or hereafter to be appointed herein, for the hire hereafter due upon the same, and the arrears of the hire not yet paid; and that the following persons, who appear by the affidavits of the defendants hereto now on file to have possession of some of said slaves upon such contract as aforesaid, viz: Nathaniel Williams, of the county of Fort Bend, who appears to be in possession of thirteen of the said slaves at a yearly hire of one hundred and twenty dollars each; W. H. Manidue, of the county of Brazoria, who appears to be in possession of two of the said slaves at a yearly hire of one hundred and twenty dollars each; R. Lockhart, of , who appears to be in possession of one of the said slaves at a yearly hire of one hundred and eighty dollars, and Kelly, of Houston, who appears to be in possession of one of said slaves, at a yearly hire of one hundred and twenty dollars, do, after a service of a copy of this order, appear on the first Monday of December next, before this honorable court at the city of Galveston, and show cause, if any they can, why they should not account for, and pay over to the receiver the whole amount of the said hire accruing after the first appointment of a receiver in the said cause and not before paid, and also deliver to the receiver the legal evidences of the contracts of hire under which they now hold possession of the said slaves," which motion, after hearing argument and upon full investigation, it is ordered by the court that said motion be sustained.

I, Thomas Bates, clerk of the District Court of the United States for the District of Texas, do hereby certify that the foregoing is a true and correct copy of two orders made by the said court in a certain cause now depending therein, wherein the Union Bank of Louisiana are complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, are defendants, and entered on the records of said court, the 24th and 25th day of August, A. D. 1848, respectively.

In testimony whereof I have hereunto set my hand, and affixed the seal of the said court this the 24th day of October, A. D. 1848.

[SEAL] THOMAS BATES,
Clerk.

Affidavit.

UNITED STATES OF AMERICA,
District of Texas.

I, William G. Hale, one of the solicitors of the complainants in the cause in the caption to the foregoing orders named, make oath and say, that on the eighth day of November, A. D. 1848, I served W. H. Manidue, of the county of Brazoria, personally with a true copy of the said orders, and at the same time exhibited to him the above certified copy thereof: that on the thirteenth day of the same month, I left at the house of S. Damon a true copy of the first of the foregoing orders with the wife of the said Damon, he being then absent: and that on the thirtieth day of the same month, I served Dr. Herman, of Richmond, personally with a true copy of the first of the foregoing orders, and at the same time exhibited to him the above certified copy thereof.

WILLIAM G. HALE.

Subscribed and sworn to before me, this 5th day of December, A. D. 1848, at Galveston.

A. M. HUGHES,
Com'r of United States for the District of Texas.

Return of Marshal.

UNITED STATES OF AMERICA,
District of Texas.

I, E. W. Taylor, Deputy Marshal of the United States for the District of Texas, make oath and say, that on the eighth day of December, 1848, I served Robert Lewis, Robert Lockhart, and Kelly, of Houston, with true copies of the foregoing orders, and at the same time exhibited to them the foregoing copy; and that on the thirteenth day of the same month I served Nathaniel F. Williams with true copies of the foregoing orders, and at the same time exhibited to him the foregoing copy.

E. W. TAYLOR.

Subscribed and sworn to before me, this thirteenth day of Feb'ry, 1849.

ABNER COOKE, Jr.
Chief Justice of Harris County.

Afterwards, to wit, on the tenth day of February, in the year aforesaid, the following notice with the endorsement thereon, were filed in said court.

Notice.

To

Sir—Please to take notice that the following are the names and ages of the slaves named and described in the bill of complaint in a certain cause now depending in the District Court of the United States for the District of Texas, in chancery, wherein the Union Bank of Louisiana are complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, are defendants, and in the certificate of the appointment of Peter MacGreal, Esquire, as receiver, that is to say:

Little Ben, now, that is, in 1848, aged about 31 years; William, about ; Friday, about 35; Bob Davenport, 32; Sam M'Clure, 39; Peter, 44; Lewis Blacksmith, 40; Paul, 47; Jacob, 51; Jack, 48; Alonzo, 39; Perry, 27; Sam Rogers, 43; Little Sam, 28; Jim, 27; Pierre, 29; Stephen, 28; Austin, 29; Little Lewis, 27; George Lee, 31; Edmund Bell, 39; Willis, 35; Lewis, 28; Ben McClure, 25; Britton, 34; Frank, 30; Zachariah Carpenter, 42; Ned, 27; Philip, 66; Jerry, 61; Blaize, 61; Alfred, 28; Albert, 26; Wallace, 28; Henry, 41; Lewis Rogers, 46; Tom, 28; George, 24; Dublin, 39; Maria, 46, and her two children, Louisa and Eliza; Cloe, 36; Charlotte, 18; Patsey, 16; Fanny, 47, and her child Amanda, 15; Big Jane, 48; her three children, Margaret 21, Manuel 19, and Washington 13; Old Harriet, 35, her child Philip, 22; Vicey, 37, and her two children, Peggy 17, and John Dixon 12; Henry, 30, and her child Charles, 11; Clarissa, 32; Amy, 30, and her child Aaron, 11; Jane, 29, and her child Harriet, 11; Jenny, 61; Charlotte, 28; Mary, 42, and her two children, Juliet 21, and Mary 14; Hortense, 38, and her two children, Nannette 22, and Mary Ann 16; Caroline, 31; Mary Haie, 29; Big Mary, 47; Sally, 27; Pleasant, 27; Violet, 28; Hester, 45; Big Charlotte, 40; America, 32; Elvira, 29; Minerva, 27; Cynthia, 49; Minty, 26; Judy, 33, and her two children, Maria 14, and Tom 11; Maria Johnson, 30; her child Lavina, 11; Daphne, 29; her child Lemos, 11; Charity, 51; Venus, 28; Louisa, 26; Sarah, 23; Benc, 26; Bob, 32; Dick, 28; Nancy, 26; Benk, 26; Solomon, 21, and Richard 19, and their increase since June 6th, 1837. And that Peter MacGreal, Esquire, is now the receiver in the said cause.

EBN. ALLEN and WILLIAM G. HALE,
Solicitors for the Compl'ts.

Affidavit.

UNITED STATES OF AMERICA,
District of Texas.

I, William G. Hale, one of the solicitors of the complainants in the caption to the foregoing notice named, make oath and say that on the eighth day of November, A. D. 1848, I served W. H. Manedue, of the county of Brazoria, personally with a true copy of the foregoing notice; that on the thirteenth day of the same month I left at the house of S. Damon, of the same county, with his wife, he being then absent, a true copy of the said notice; and that on the thirteenth day of the same month I served Dr. Hermon, of the town of Richmond, in the county of Fort Bend, with a true copy of the said notice.

WILLIAM G. HALE.

Subscribed and sworn to before me, this the 5th day of December, 1848, at Galveston.

A. M. HUGHES,
Commissioner of the United States for the District of Texas.

Return of Marshal.

UNITED STATES OF AMERICA,
District of Texas.

I, E. W. Taylor, deputy marshal of the United States for the District of Texas, make oath and say that on the eighth day of December, 1848, I served Robert Lewis, Robert Lockhart, and —— Kelly, of Houston, with true copies of the foregoing notice; and that on the thirteenth day of December, 1848, I served Nathaniel F. Williams with a true copy of the same.

E. W. TAYLOR.

Subscribed and sworn to before me, this thirteenth day of Feb'y, 1849.

ABNER COOKE, JR.,
Chief Justice of Harris County.

Afterwards, to wit, on the fourteenth day of February, in the year aforesaid, the said complainants, by Ebenezer Allen and Wm. G. Hale, their solicitors in this court, filed the following application for the issuance of a commission in this cause.

Application for the issuance of a Commission.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainant,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.

In Chancery.

To the Clerk of the District Court:—

The commissions heretofore issued to the commissioners appointed by the said court to take testimony in the above-entitled cause, in the parish of Rapides *of Rapides* and State of Louisiana, having been returned to your office not executed as to John Dunwoody, N. Robbinett, Hadley P. Robert, Crawford Brown, Jesse Kirkland, John Whittington, —— Bushner, —— Hagar, James D. Spurlock and John Crawford, you will please to issue a new commission to Gwinn Harris, J. F. Scott, J. P. Airail, M. R. Airail, Valentine F. Cotton, or either of them, of the said parish of Rapides, to take the testimony of the above-named witnesses on the part of the complainants.

EBN. ALLEN AND WILLIAM G. HALE,
Solicitors for Compl'ts.

Feb. 14, 1849.

Afterwards, to wit, on the fourteenth day of February, in the year aforesaid, an order was made by the said court in the cause of the Canal and Banking Company of New Orleans against Josiah S. Stafford and wife, as well as in the said cause of the Union Bank of Louisiana against Josiah S. Stafford and wife, in the words following, to wit:—

Order.

Upon motion of the counsel of the complainants in the first of these causes, it is ordered by the court that the office and duties of the receiver heretofore appointed in the second of these cases be extended to the first of such cases, so far as the negro slaves in controversy in the two cases are identical, upon condition that the said canal and banking company pay into court within reasonable time to be hereafter appointed its proportionate share of the costs and expenses of the said receiver, now ascertained by the report of the master in the second of such cases, and that it be referred to James Love, a master in chancery of this court, to ascertain and immediately report the amount of such proportionate share, and upon the further condition that the said canal and banking company furnish sufficient security, to be approved by the court, that it will punctually pay its

proportionate share of the further costs and expenses to be hereafter incurred by the said receiver and allowed by this court; and it is further ordered that unless the above conditions are complied with within such time as may be fixed by this court, the above order extending the office and duties of the said receiver shall become and remain void and of none effect; and it is further ordered that upon the said Union Bank of Louisiana producing to the said master sufficient proof that they have paid or caused to be paid to the said receiver any part of the costs and expenses aforesaid of the said receiver upon his demand, then the said Bank of Louisiana, upon certificate of the said master to that effect, shall be entitled to receive, from the money so paid into court by the said canal and banking company, an amount of the same bearing the same proportion to the whole thus paid in as the amount paid by the Union Bank of Louisiana to the said receiver bears to the whole amount due to him and allowed by the master.

Afterwards, to wit, on the nineteenth day of February in the year aforesaid, an order was made by the said court in the cause of the Canal and Banking Company of New Orleans against Josiah S. Stafford and wife, as well as in the said cause of the Union Bank of Louisiana against Josiah S. Stafford and wife, in the words following, that is to say:

Order.

In these cases, it is ordered by consent of the parties that the report of the master as to the proportionate amount of the costs and expenses of the receiver to be paid by the said canal and banking company filed on the 16th day of February, 1849, and confirmed, unless a new report be ordered and confirmed by the court or the judge thereof in vacation before the 1st Monday of April next, and that the said canal and banking company pay the amount therein specified, to wit, the amount of three hundred and forty dollars and sixty cents, or such other amount as may be fixed by a new report as aforesaid, into court, and comply with the other condition of the order in these causes of the 15th February instant, on or before the first Monday of April next.

Afterwards, to wit, on the twenty-seventh day of February in the year aforesaid, the following affidavits and application for the issuance of a writ of assistance were filed, to wit:

Application, etc.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.
In Chancery.

The affidavit of William G. Hale, one of the solicitors for the complainants in the above-entitled cause.

I, William G. Hale, make oath and say that I duly served before the first day of January, 1849, Warren H. Manadue, and Samuel Damon, who appear by the affidavits of the defendants to be in possession of some of the negro slaves in controversy in the above-entitled cause, with true copies of the orders of this honorable court of the twenty-fourth day of August, 1848, whereby they were required after such service, and on the termination of the contracts of hire, under which they held such negro slaves, to deliver the same to the receiver then appointed or thereafter to be appointed in said cause: and I do further say that I am credibly informed and verily believe that Nathaniel F. Williams, R. Lockhart, and Kelly, of Houston, were also duly served with true copies of the said order before the said first day of January, and that the contract of hire under which the said aforenamed persons held the said negro slaves terminated on the first day of January aforesaid. And I refer in further proof of the foregoing statement to the records of this court.

Subscribed and sworn to this 27th day of February, 1849, in open court.

JAMES LOVE,
Clerk.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.
In Chancery.

The affidavit of Peter MacGreal, receiver in the above-entitled cause.

I, Peter MacGreal, make oath and say, that neither William H. Manadue, Samuel Damon, Nathaniel F. Williams, R. Lockhart, nor Kelly, have delivered to me any of the negro slaves in controversy in the above-entitled cause, or offered to deliver the same, in any way.

PETER MACGREAL.

Subscribed and sworn to this 27th day of February, 1849, in open court.

JAMES LOVE,
Clerk.

To JAMES LOVE, Clerk, etc.

SIR—You will please to issue a writ of assistance, in due form, commanding and requiring the Marshal of the District of Texas, or any of his lawful deputies, to aid and assist Peter MacGreal, Esquire, receiver in the above-entitled cause, in taking possession of any of the negro slaves in controversy therein from and out of the hands of Warren H. Manadue, S. Damon, Nathaniel F. Williams, R. Lockhart and Kelly, of Houston, and oblige

Your obd't serv'ts,

EBN. ALLEN & WILLIAM G. HALE,
Solicitors for Complainants.

Afterwards, to wit, on the third day of March, in the year aforesaid, a writ of assistance issued from the said court in the words following, to wit:

Writ of Assistance.

The President of the United States of America to the Marshal of the District of Texas or any of his lawful deputies, greeting:

Whereas, it appears by the affidavits of William G. Hale and Peter MacGreal, Esquires, and E. W. Taylor, and by the records of the District Court of the said United States for the district aforesaid, in a certain cause therein depending in chancery, wherein the Union Bank of Louisiana are complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, are defendants, that a demand has been made upon Warren H. Manadue, Samuel Damon, Nathaniel F. Williams, R. Lockhart and Kelly, of Houston, to deliver up to the said Peter MacGreal, receiver in the said cause, certain negro slaves in controversy therein in their possession in compliance with an order of this court made on the 24th day of August, A. D. 1848; and whereas it also appears, as aforesaid, that the said Warren H. Manadue, etc., have not complied with the said order and demand as they were bound to do, but have neglected and refused to comply therewith:

You are therefore hereby commanded to aid and assist by the authority and power in you vested, the said Peter MacGreal, Esquire, receiver as aforesaid, in taking into his possession such of the negro slaves hereinafter named and described, that is to say: Little Ben, in 1848 aged about thirty-one years, 31; William, about ; Friday, about 35; Bob Davenport, about 32; Sam McClure, about 39; Peter, about

44; Lewis Blacksmith, about 40; Paul, about 47; Jacob, about 51; Jacob, about 49; Alonzo, about 37; Perry, about 27; Sam Rogers, about 43; Little Sam, about 28; Jim, about 27; Pierre, about 29; Stephen, about 28; Austin, about 29; Little Lewis, about 27; George Lee, about 31; Edmund Bell, about 39; Willis, about 35; Levi, about 28; Ben McClure, about 25; Britton, about 34; Frank, about 30; Zachariah Carpenter, about 42; Ned, about 27; Philip, about 66; Jerry, about 61; Blaize, about 61; Alfred, about 28; Albert, about 26; Wallace, about 28; Henry, about 41; Lewis Rogers, about 46; Tom, about 28; George, about 24; Dublin, about 39; Maria, about 46, and her two children, Louisa, and Eliza; Cloe, about 36; Charlotte, about 18; and Patsey, about 16; Fanny, about 47; and her child, Amanda, about 15; Big Jane, about 48; her three children, Margaret, about 21, Manuel, about 19, and Washington, about 13; Old Harriet, about 35; her child Philip, about 22; Vicy, about 37; and her two children, Peggy 17, and John Dixon 12; Henry, about 30; and her child, Charles, about 11; Clarissa, about 32; Amy, about 30; and her child Aaron, about 11; Jane, about 29; and her child Harriet, about 11; Jenny, about 61; Charlotte, about 28; Mary, about 42; and her two children, Juliet, about 21, and Mary, about 14; Hortense, about 38; and her two children, Nannette, about 22, and Mary Ann, about 16; Caroline, about 31; Mary Haie, about 29; Big Mary, about 47; Sally, about 27; Pleasant, about 27; Violet, about 28; Hester, about 45; Big Charlotte, about 40; America, about 32; Elvira, about 29; Minerva, about 27; Cynthia, about 49; Minty, about 26; Judy, about 33; and her two children, Maria, 14, and Tom, about 11; Maria Johnson, about 30; her children, Lavina, about 11, Daphne, about 29; her child Lemos, about 11; Charity, about 51; Venus, about 28; Louisa, about 26; Sarah, about 23; Benc, about 26; Bob, about 32; Dick, about 28; Nancy, about 26; Benk, about 26; Solomon, about 21, and Richard, about 19 years of age, all slaves for life, together with their increase from the sixth day of June, in the year of our Lord one thousand eight hundred and thirty-seven, as may have been in the possession or under the control of the said Warren H. Manadue, Samuel Damon, Nathaniel F. Williams, R. Lockhart, and Kelly, of Houston, upon the first day of January, 1849, or may now be in their possession or under their control; and you are hereby further commanded to use all lawful means to place and establish the said receiver in the full, perfect and undisturbed possession of all and several the said negro slaves and their said increase, and that you from time to time, as often as shall be necessary, preserve and defend the said receiver in such possession as aforesaid, against all persons whatsoever seeking to disturb the same according to the true intent and meaning of the appointment aforesaid of such receiver.

Witness the honorable John C. Watrous, Judge of the District Court of the United States for the District of Texas, and seal of the said court this the third day of March, in the year of our Lord

one thousand eight hundred and forty-nine, and the seventy-third year of the said United States.

[SEAL.] JAMES LOVE,
Clerk.

Upon which is the following return, to wit:

Return.

Received March 13th, 1849.

JAMES H. COCKE,
Marshal.
By W. J. SPENCER,
Deputy Marshal, Brazoria.

March 24th, proceeded to Fort Bend county, and at the residence of N. F. Williams, demanded the negroes slaves in this writ named, or such as were in his possession; the said Williams was absent from the State of Texas, and his brother, M. R. Williams, refused to deliver any of said negroes—the said M. R. Williams being superintendent and manager of said N. F. Williams' plantation. March 26th, 1849, pursued the negroes into a cane-brake, with three assistants, near Williams' plantation, and in the afternoon of the 27th March, caught two of said negroes, viz: *Stephen*, aged about 28, and Tom, aged about 28 years, being part of the negroes named in this writ; and on the 31st day of March, A. D. 1849, delivered said two negroes to Peter MacGreal, the receiver in said cause, and herewith return his receipt. April 1st, 1849, proceeded to Harris county for the purpose of seizing others of the said negroes; and from Houston pursued said negroes to Montgomery county, where they had been sent by the defendants, and where I seized the following negroes, viz: *Jim*, aged about 28 years; *Britton*, aged about 35 years; *Levi*, aged about 28 years, being part of the negroes in this mentioned, and with the aid of two assistants carried said negroes to Brazoria, at which place I delivered them to the said receiver on the 11th day of April, A. D. 1849, and took his receipt for the same, which is herewith returned.

JAMES H. COCKE, *Marshal.*
By W. S. SPENCER, *Dep. Marshal.*

Afterwards, to wit, on the third day of April, in the year aforesaid, the master in chancery filed the following papers, to wit:

Papers filed by Master.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.
In Chancery.

I, James Love, master in chancery in the said court, in the above-entitled cause, in obedience to the order therein rendered on the fifteenth day of February, A. D. 1849, hereby certify that the said Union Bank of Louisiana have produced to me sufficient proof that they have paid to the receiver appointed in the said cause the full amount of the costs and expenses of the said receiver, due to him, and heretofore allowed by me as master.

Witness my hand, this third day of April, A. D. 1849.

JAMES LOVE,
Master.

Receipt of Wm. G. Hale.

Galveston, April 3d, 1849.

Received of James Love, clerk of the District Court of the United States, for the District of Texas, the sum of three hundred and forty $\frac{60}{100}$ dollars, being the amount paid into court by the Canal and Banking Company of New Orleans, in obedience to the order of the said court of the fifteenth day of February, A. D. 1849, and to which the Union Bank of Louisiana are entitled by the said order.

$340.60.

WILLIAM G. HALE,
Solicitor for the Union Bank of Louisiana.

Receipt of Receiver.

THE UNITED STATES OF AMERICA,
District and State of Texas.

THE UNION BANK OF LOUISIANA, Complainants,
against
JOSIAH S. STAFFORD AND WIFE, Defendants.

Cause depending in the United States District Court for the district aforesaid.

I hereby acknowledge and certify that the complainants in the above-entitled cause have fully paid to me the amount allowed me as receiver in said cause, by the report of James Love, Esquire, master in chancery, to whom the same was referred (February 12th, 1849).

PETER MacGREAL,
Receiver.

Afterwards, to wit, on the second day of June, in the year aforesaid, the said complainants, by their solicitors aforesaid, filed the following motion, to wit:

Motion.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.
In Chancery.

Ebenezer Allen and William G. Hale, of counsel for the complainants in the above-entitled cause, move the honorable the Judge of this court, that he do order that the depositions taken in the said cause and returned to this court be opened, upon the application of either party in the cause to the clerk of this court; and do also order that publication of the testimony in the cause be now made, and the said cause be set down for hearing at this term of this court.

EBENEZER ALLEN AND WILLIAM G. HALE.

June 2d, 1849.

Which said motion was on the same day entered on the motion book of the said court.

Afterwards, to wit, on the fourth day of June, in the year aforesaid, the following affidavit was filed, to wit:

Notice and Affidavit.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.
In Chancery.

To the above-named defendants, or to John W. Harris, Hugh McQueen, and William Alexander, their solicitors.

MADAM AND GENTLEMEN:

Please to take notice that on Monday the fourth day of June, A. D. 1849, we shall apply to the honorable the Judge of the said court for an order to open the depositions and make publication of the testimony in the above-entitled cause.

EBN. ALLEN AND WM. G. HALE,
Solicitors for Compl'ts.

Galveston, June 1st, 1849.

UNITED STATES OF AMERICA,
District of Texas.

I, William G. Hale, one of the solicitors of the complainants in the above-entitled cause, make oath and say that I delivered a true copy of the above notice to John W. Harris, one of the solicitors of the defendants, on the first day of June, A. D. 1849.

WILLIAM G. HALE.

Subscribed and sworn to in open court.

JAMES LOVE, *Clerk.*

Afterwards, to wit, on the fourth day of June, in the year aforesaid, the following entry was made in the order book of this court, to wit:

Entry in Order book.

Upon motion of the counsel for the complainants in the above-entitled cause, and upon affidavit of service of notice upon the solicitors for the defendants therein: It is ordered that the depositions taken in the said cause, and returned to this court be opened upon the application of either party in the cause to the clerk of this court, and also that publication of the testimony in the cause be now made, and the said cause be set down for hearing at this term.

WATROUS.

June 4th, 1849.

Afterwards, to wit, on the fourth day of June, in the year aforesaid, the following order was made by the court, to wit:

Order.

Upon motion of the counsel for complainants in the above-entitled cause, and upon affidavit of service upon the solicitors of the defendants herein:

It is ordered that the depositions taken in the said cause, and returned to this court, be opened upon the application of either party in the cause to the clerk of the court, and also that publication of the testimony in the cause be now made, and the said cause be set down for hearing at this term.

Afterwards, to wit, on the twenty-seventh day of June, in the year aforesaid, the said complainants, by Ebenezer Allen and William G. Hale, their solicitors in this court, filed the following motion, to wit:

Motion.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.

In Chancery.

Ebenezer Allen and William G. Hale, of counsel for the complainants in the above-entitled cause, move this honorable court that they have leave to read in evidence upon the hearing of this cause, such portions of the bill, and the various amendments thereto, filed in this court by the New Orleans Canal and Banking Company, against the same parties as are parties defendant in this cause, and of the answer of Jeanetta Stafford, or Jeanetta Kirkland, one of the defendants, and of the amendments and additions to such answer, as they may judge pertinent to the issues in this cause, and as may be allowed under the practice of this court, saving all just exceptions.

EBN. ALLEN & WM. G. HALE,
Of Counsel for Compl'ts.

Which said motion was on the same day entered on the motion book of the said court.

Afterwards, to wit, on the twenty-eighth day of June, in the year aforesaid, the following order was made by the court, to wit:

Order.

Upon motion of the counsel of complainants, it is ordered that they have leave to read in evidence upon the hearing of this cause such portions of the bill and the various amendments thereto filed in this court by the New Orleans Canal and Banking Company against the same parties as are parties defendant in this cause, and of the answers of Jeanetta Stafford or Jeanetta Kirkland, one of the defendants, and of the amendments and additions to such answer as they may judge pertinent to the issues in this cause, and as may be allowed under the practice of this court, saving all just exceptions.

Afterwards, to wit, on the twenty-ninth day of June, in the year aforesaid, the said complainants, by Ebenezer Allen and William G. Hale, their solicitors in this court, filed the following motion, to wit:

Motion.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.

In Chancery.

Ebenezer Allen and William G. Hale, counsel for the complainants in the above-entitled cause, moves this honorable court to order that the said Jeanetta Kirkland, one of the said defendants, do now, upon the hearing of this cause, file the exhibits referred to in her answer, and amendment thereto and made parts thereof, that is to say, Exhibits 1, 2, and 3, referred to in the answering part of her said answer and amendment thereto, and made parts thereof, and also Exhibits 5, 6, and 7, referred to in the defence part of her said answer.

EBN. ALLEN & WILLIAM G. HALE,
Of Counsel for Compl'ts.

Which said motion was on the same day entered on the motion book of the said court.

Hearing of Cause—Pleadings read.

Afterwards, to wit, on the twenty-ninth day of June, in year of our Lord one thousand eight hundred and forty-nine, the said cause came on to be heard, in pursuance of the order heretofore made to that effect; and thereupon the said complainants, by Ebenezer Allen and William G. Hale, their counsel in the said court here, opened the said cause, by reading as pleading therein their bill of complaint, and the several amendments thereto, heretofore filed as before stated; and afterwards, the said defendants, by Robert Hughes, Hugh McQueen, John W. Harris, and William Alexander, their counsel in the said court, read as pleadings therein the answer of the said Jeanetta Kirkland, and the several amendments thereto, heretofore filed as before stated, and also continued to read as exhibits annexed to the said answer, but not as evidence in said cause, the exhibits marked No. 1, No. 3, No. 4, and No. 8, with the several certificates thereon hereinbefore set forth; also read the plea of the said Josiah S. Stafford before filed to the bill of complaint, and thereafter the said complaints by their counsel aforesaid, read their several replications heretofore filed, as before stated, and so closed the reading of the pleadings therein.

And afterwards, to wit, on the same day and year, the said complainants, by their counsel aforesaid, offered and read in evidence to

the said court here a certified copy of the act to incorporate the subscribers to the said Union Bank of Louisiana, and the certificates thereto annexed, in the words following, that is to say:

No. 4. *An Act to incorporate the Subscribers to the Union Bank of Louisiana.*

Capital to be raised by loans.

SECTION 1. Be it enacted by the Senate and House of Representatives of the State of Louisiana, in General Assembly convened, that an institution shall be established under the title of the "Union Bank of Louisiana," with a capital of seven millions of dollars, which shall be raised by means of a loan, to be obtained by the directors of the institution.

Books of subscription, how long open.

SEC. 2. Be it further enacted, &c., that books of subscription for the sum of eight millions of dollars, divided into shares of one hundred dollars each, and intended to secure the said loan of seven millions of dollars, shall be opened after twenty days' notice, given in two of the newspapers published in New Orleans, immediately after the promulgation of this act, under the inspection of five managers to be appointed by the governor, with the advice and consent of the senate. Said books of subscription shall be kept open every day from ten o'clock A. M. until three o'clock P. M., at such place in New Orleans as the majority of the managers shall agree upon. The said books shall be continued open for the five ensuing months; at the end of which term they shall be closed. Immediately after the expiration of the said term, the directors, to be appointed as hereinafter specified, or a majority of them shall make a correct statement of the said subscriptions; and in case the whole sum subscribed shall amount to more than eight millions of dollars, then the said directors, or a majority of them, shall deduct the amount of such excess from, first, the stock for which sufficient security shall not be offered, and then from the largest subscriptions, in such manner that no subscription shall be reduced in amount while any one remains larger; and in case the whole amount of eighty-thousand shares shall not have been subscribed at the time of closing the said subscription books, then the said books shall be re-opened on the first Monday in January, in each year, under the inspection of directors appointed as hereinafter specified, and they shall remain open for the space of thirty days in each year, until the said eighty thousand shares shall have been subscribed. The managers shall publish during twenty days previous, in the different newspapers published in New Orleans, notice of the day and place where the books of subscription shall be opened. The deduction to be made by virtue of this section shall be made, first, on the subscriptions out of the city of New Orleans and its suburbs, if such subscriptions exceed four millions of dollars; then on the subscrip-

If subscriptions exceed $80,000,000— how reduced.

tions in the city of New Orleans and its suburbs, if they exceed four millions of dollars, the deduction to be regulated in the manner prescribed by this section.

Where and how subscription books are to be opened in the country.

SEC. 3. Be it further enacted, &c., that books of subscription for the stock of said bank shall also be opened at Thibodeauville, in the parish of Lafourche Interior; at Plaquemine, in the parish of Iberville; at Covington, in the parish of St. Tammany; at Natchitoches, in the parish of Natchitoches; at Marksville, in the parish of Avoyelles; at Vermillionville, in the parish of Lafayette; at St. Martinsville, in the parish of St. Martin; and at Clinton, in the parish of East Feliciana, under the inspection of three managers at each of the aforesaid places, who shall be appointed by the Governor, and with the advice and consent of the Senate; the said managers, or a majority of them, shall keep the aforesaid books open, at each of the aforesaid places, from ten o'clock A. M. until two o'clock P. M., on Saturday in each week, for three months, at such house as they shall appoint; and the said managers shall give thirty days' previous notice by advertisement in the newspapers published in the aforesaid parishes, for which each of the branches of the bank are established, or by advertisements posted up at four of the most public places in those parishes where no newspaper is published, of the time and place said books will be opened. The said managers shall have all the power and authority granted by this act to the managers appointed to receive subscriptions in the city of New Orleans; and said managers shall, immediately after the expiration of the three months said books are required to be kept open, transmit to the managers or directors in New Orleans the books of subscription so opened by them at the aforesaid places, together with all the titles and other documents that may have been deposited with them, in order that the board of directors in the city of New Orleans may finally decide on the validity and sufficiency of the titles so transmitted to them before the subscribers may be declared to be stockholders, as provided for by the twenty-fourth section of this act.

Duties of country managers.

Necessary qualifications to become a stockholder.

SEC. 4. Be it further enacted, &c., that the owners of real estate situated in the State of Louisiana, and who are citizens thereof, shall be the only persons entitled to subscribe; and shares so subscribed shall be transferable only to such owners until after four years, when they shall be transferable to any owner of real estate in this State, whether citizen or not. Provided, however, that to secure the capital and interest of said bank, mortgage shall be given to the amount of four millions of dollars on property situated in the city of New Orleans and its suburbs; and the other four millions shall be secured by mortgage on real property situated within the limits of New Orleans and its suburbs.

State bonds; how redeemable.

SEC. 5. Be it further enacted, &c., that in order to facilitate the said Union Bank in the negotiation for the said loan of seven millions of dollars, the faith of the State is hereby pledged for the security of the capital and interest, and that seven thousand bonds of one thousand dollars each, to wit: Seventen hundred and fifty, payable in twelve years; seventeen hundred and fifty, payable in eighteen years; and seventeen hundred and fifty, payable in twenty years, and bearing interest at the rate of five per cent. per annum, shall be subscribed by the Governor to the order of the Union Bank of Louisiana, countersigned by the Treasurer, and under the seal of the State. Said bond to be in the following words:

"*One Thousand Dollars.*

Form.

"Know all men, by these presents, that the State of Louisiana acknowledges to be indebted to the Union Bank of Louisiana in the sum of one thousand dollars, which sum the said State of Louisiana promises to pay in current money of the United States, to the order of the President, Directors and Company of the in the year with interest at the rate of five per cent. per annum, payable half-yearly at the place named in the endorsement hereto, viz.: On the of every year until the payment of the said principal sum.

"In testimony whereof, the Governor of the State of Louisiana has signed, and the Treasurer of the State has countersigned these presents, and caused the seal of the State to be affixed thereto, at New Orleans, this in the year of our Lord

——— ———, *Governor.*

(Countersigned) ——— ———, *Treasurer.*"

How transferable.

The said bonds may be transferable by the endorsement of the President and of the Cashier of said bank, to the order of any person whomsoever, or to the bearer, and the said endorsement shall fix the place the said principal and interest shall be paid, and all expenses attending the issuing of said bond shall be paid from the funds of the bank.

Bonds to be paid by the bank.

SEC. 6. Be it further enacted, &c., that both the capital and interest of the said bonds shall be paid by the said bank as the same shall become due.

Price for applying the seal of the State.

SEC. 7. Be it further enacted, &c., that there shall be allowed by the said bank twenty-five cents only as a compensation for the affixing the seal of the State to each of the bonds of the State, mentioned in the fifth section of this act.

Mortgages.

SEC. 8. Be it further enacted, &c., that to secure the payment of the capital and interest of said bonds, the

subscriber shall be bound to give mortgage to the satisfaction of the direction on property, to be in all cases at least equal to the amount of their respective stock, which mortgages may bear on cultivated lands and slaves, on lots with houses and other edifices yielding a revenue. That the said mortgages may also be executed on lands not cultivated, but susceptible of cultivation, and on vacant lots. Provided, that no more than one-fifth of the stock of each stockholder may be secured by mortgage on unimproved lands not included in any plantation, and on vacant lots in the city and suburbs of New Orleans. No mortgage on slaves alone shall be received. That when a mortgage shall be offered on lands and slaves, the value of the land shall be equal to at least two-thirds of the stock for which the mortgage shall be given. That houses and other buildings mortgaged to the bank shall always be insured against the risk of fire, and the policy of insurance transferred to the said institution; but it shall not be necessary to insure buildings on plantations.

That no mortgage shall be received on a brick house or other brick buildings for more than one-half of its value; and on a frame house for more than one-fourth of its value. That no one shall be permitted to subscribe until he shall deliver to the commissioners a notarial act of sale, or patents or certificates of confirmation from the land commissioners of the United States, or partition sales and adjudications by a decree of a court of justice, verified according to law, or such other evidence of title to the property proposed, as a guarantee to the bank, as may be deemed satisfactory to said commissioners or directors; that property already mortgaged may be received in guarantee. Provided, that the direction shall first deduct from the value of the property at least twice the amount of the said mortgages, and then grant stock only on the excess remaining after such deduction. Provided, however, the mortgages existing on said property shall not prevent the board of said bank from receiving them as security for stock, when the sum to be loaned is to be employed in the extinguishment of said mortgage.

Term of charter.

SEC. 9. Be it further enacted, &c., that the subscribers to the said Union Bank be, and they are by this present act created, a corporation and body politic, for and during the term of twenty-five years from the passage of this act, and shall be, and are hereby made capable, under the name of the "Union Bank of Louisiana," to receive and possess all kinds of property, either movable or immovable, and to sell, grant, alienate, demise, and dispose of the same; to loan, negotiate, to take mortgages and pledges, and to discount on such terms and such securities as they shall judge proper: Provided, That the whole amount of their discounts and loans of every description do not exceed double the amount of capital actually received, the profits realized and in possession of the bank being always considered as a part of their capital: And pro-

Powers and obligations of the bank; see sections 21 and 22.

vided, also, That the debts due by the bank, exclusive of deposits, shall not exceed double the amount of their said capital; and that they shall not make more than seven per cent. per annum on any loan or discount, nor interest exceeding six per cent. per annum, or any loan or discount made on notes to order, payable within four months from the time that the loans or discounts are made; and that they may sue and be sued, plead and be impleaded, answer and receive answers, in all courts having competent jurisdiction, and to have a common seal, and the same to alter and renew at pleasure, and to ordain and establish such by-laws, rules and ordinances, as they shall deem necessary and suitable for the government of the said corporation, not being contrary to this act, nor to the constitution and laws of the United States, or to the constitution and laws of this State.

Rates of interest.

SEC. 10. Be it further enacted, &c., that for the management of the affairs of the said bank, there shall be twelve directors chosen from among the stockholders, six of whom shall be appointed annually by the governor and senate, and six shall be annually elected at the banking-house of the said bank, by the qualified stockholders, of the capital of said bank, each stockholder to have one vote for every share held by him; but no person, co-partnership, or firm, shall be entitled to a greater number than one hundred votes. The appointments on the part of the State to be made in the month of January, in each year.

Directors, how elected—see Sections 12, 13 and 15.

SEC. 11. Be it further enacted, &c., that the board of directors shall appoint commissioners in each of the parishes of the State, whose duty it shall be to ascertain and appraise the property of those who wish to become stockholders in the institution, as well as of those desirous of obtaining loans on mortgage. And the said commissioners shall deliver to all persons whose property they appraise, detailed and authentic certificates of its value, of the number of arpents of which each is composed, how many arpents are cultivated, the kind of culture, the number of slaves and animals, the number and quality of the buildings, and estimate of each article, which certificate must be signed and sworn to before the judge of the parish, or some other magistrate, by said commissioners or a majority of them.

Appraisers; their duties.

SEC. 12. Be it further enacted, &c., that as soon as ten thousand shares shall have been subscribed in the manner before provided, the Governor shall provisionally appoint twelve directors, to be laid before the Senate at their next session, for their approbation, who shall serve until the second Monday in February, following their appointments. And it shall be the duty of the twelve directors to elect a president of the said Union Bank of Louisiana, who shall be chosen from among themselves; and the president thus chosen shall remain in office until the second Monday in February, one thousand eight hundred and thirty-three; and that

Directors appointed by the Governor.

so soon as the directors are appointed and the president chosen, the power of the commissioners appointed to receive subscriptions shall cease, and the books of subscription with the papers relating thereto in the possession of the commissioners shall be delivered over to the board of directors.

Elections of directors.

SEC. 13. Be it further enacted, &c., that after the first appointment an annual election of six directors for the stockholders shall be held on the first Monday in February of every year, and the said directors shall be elected by the stockholders, or their attorneys, after public notice in at least two of the newspapers published in the city of New Orleans, thereby appointing the time and place when the stockholders shall meet for that purpose; and the time thus fixed shall be at least twenty days after the publication of such notice; and said directors shall be elected by a plurality of votes: Provided, The said shares shall have been held three calendar months previous to the election, otherwise the holders thereof shall not be entitled to vote, and the directors shall remain in office from the second Monday in February until the second Monday in the same month, in the year following; and the board of directors shall every year, at their first meeting after their election, elect one of the directors to be president of the said institution, who shall remain in office during the time for which the directors shall have been elected as above stated: Provided always, That if an election or appointment of directors, or of a president, shall not take place at the period fixed by the present act, the corporation shall not on that account be dissolved, but it shall be lawful at any other period to hold the said election, or to make the said nominations, as the case may be, and the manner; and place of holding the elections shall be fixed by the by-laws and ordinances of the board of directors, and until such elections, the president and directors of the said Union Bank for the time being shall continue in office: And provided, also, That in case of vacancy arising from death, resignation, or absence from the United States, non-acceptance, refusal to qualify, or removal from office of any director, the vacancy shall be filled by the board of directors.

Officers of the bank—bonds to be given by them.

SEC. 14. Be it further enacted, &c., that the cashier, tellers, book-keepers, and other officers and servants of this company, shall give bonds with security to the satisfaction of the president and directors of said company, for the faithful discharge of their duties; that they shall be appointed by the directors for the time being, and removable at pleasure, and that the directors for the time being shall allow them and to the president such compensation for their services respectively as shall by the said directors be deemed reasonable.

Requisite qualifications to become a director.

SEC. 15. Be it further enacted, &c., that no stockholder can be a director of the said bank who is not a citizen of this State; and after the first appointment, no stockholder shall be a director who does not at any time of his election and nomination possess at least fifty shares of the

capital stock of the said bank; nor shall any director be entitled to any emolument, excepting the president, as herein before provided; nor shall any person being a director of another bank, nor his partner, nor shall two persons in partnership together at the same time, be directors of the Union Bank; and if, after being elected or appointed, any director should fail, he shall be incapable any longer of holding his office, and another shall be elected in his place, as provided for in the thirteenth section of this act: Provided, That if the director who shall become incapable of holding his office or shall resign by one of those appointed by the Governor and Senate, then the vacancy shall be filled by the Governor, nominating some other qualified person.

Bank notes—how transferable.

SEC. 16. Be it further enacted, &c., that the bills or notes obligatory which it shall be lawful for the said corporation to issue, shall not be for a less sum than five dollars; and if payable to order, they shall be transferable by endorsement; and if payable to bearer, they shall be transferable by delivery.

Profits of the bank—how disposed of.

SEC. 17. Be it further enacted, &c., that the whole of the profits of the bank shall also remain with and be employed by the directors as part of its capital, until the full payment of that portion of the bonds of the State specified in the fifth section, which will be payable in twelve years, after which one-fourth of the net profits then realized shall be divided among the stockholders in the proportions to which they shall be entitled respectively, and the whole of the remaining and subsequent profits shall be employed by the bank until the full payment of the bonds of the State, which will be payable in fifteen years, after which one-fourth of the profits then realized among the stockholders as aforesaid, and the whole of the remaining and subsequent profits, shall be employed by the bank until the full payment of the bonds of the State, which will be payable in eighteen years, after which one-fourth of the profits then realized shall be divided as aforesaid, and the whole amount of the remaining and subsequent profits shall be employed by the bank until the final payment and extinguishment of all the bonds of the State in favor of this institution, after which the whole profits shall be divided as aforesaid, and all subsequent profits shall be divided annually: provided, that in consideration of the bonds made by the State in favor of this bank, the State shall be entitled to one-sixth part of the whole profits of the bank, which one-sixth part shall be paid into the treasury of the State at the times and in the proportions above mentioned.

Right of stockholders to inspect the books of the bank.

SEC. 18. Be it further enacted, &c., that on the last Monday in January, April, July and October, the stockholders who desire it may take cognizance of the affairs of the said bank; and it shall be the duty of the board of directors to furnish free access to and inspection of the books of the institution to the stockholders, and to communicate to them all the information they may desire.

The bank to pay damages in the event of a suspension of payment.

SEC. 19. Be it further enacted, &c., that the said corporation shall never refuse or suspend the payment in current money of the United States, of any of their notes or obligations, or of any funds received by them in deposit; and if ever the said corporation shall refuse or suspend the said payment, the bearer of any note or obligation, or any person having the right to demand or receive the amount of funds deposited as above mentioned, shall be entitled to recover damages at the rate of ten per cent. per annum.

SEC. 20. Be it further enacted, &c., that if by the first day of February, one thousand eight hundred and thirty-three, ten thousand shares shall not have been subscribed, it shall be lawful for the legislature, at any time prior to its going into operation, to declare the present act null and void.

Powers of the board.

SEC. 21. Be it further enacted, &c., that the deliberations of the board of directors of the said corporation shall have the same force and effect as the deliberations of the stockholders. The board of directors shall make regulations and ordinances for the general administration of the affairs of the bank, which they may alter or add to as the interest of the corporation shall require, and they shall likewise establish rules for conducting the affairs of the said bank, which they may in like manner alter or add to as may be necessary for the service of the said bank: provided, the said regulations, ordinances, and rules shall not be contrary to law.

Duties of the board.

SEC. 22. Be it further enacted, &c., that it shall be the duty of the board of directors to keep one or more books in which all their deliberations, regulations, and ordinances shall be entered, and the legislature shall have power at any time to appoint a committee to examine said books of deliberations, regulations, and ordinances, and more particularly to ascertain the amount of cash, the amount of notes in circulation, and an exact list of the balances due to the bank as well as the amount of deposits, and all the other affairs of the said bank, so as to know its true situation and be enabled to make a true report thereof to the legislature.

The capital of the bank exempt from taxation.

SEC. 23. Be it further enacted, &c., that the capital of the said bank shall be exempt from any tax imposed by the State, or by any parish or body politic under the authority of the State, during the continuance of their present charter.

The board made judges of the sufficiency of mortgages.

SEC. 24. Be it further enacted, &c., that the board of directors shall be the judges of the sufficiency of the mortgages offered for the stock and loans, and shall have power to refuse and reject the same if not sufficient, and shall in such case require other security, or in default reduce the shares of such defaults to the amount satisfactorily furnished; and that the mortgages for stock and loans granted by virtue of this act shall bear ten per cent. interest per annum after maturity, if not punctually paid; and the Union Bank of Louisiana shall have the

right to cause to be seized and sold according to law the property mortgaged, in whose hands soever the same may be found, in the same manner, and with the same facilities, as if it was seized in the hands of the mortgager, notwithstanding any sale or change of title thereof, by inheritance or otherwise.

Power of a wife to alienate her rights in favor of the bank.

SEC. 25. Be it further enacted, &c., that in all the hypothecary contracts and obligations entered into by any married individual, with or in favor of said Union Bank of Louisiana, or with any of its offices of discount and deposit, according to the true intent and meaning of this act, it shall be lawful for the wife or the said individual to bind and oblige herself jointly and in solido with him, and in such case, the property and right of the wife, whether dotal or of any other description, shall be affected by the said contracts or obligations: Provided, That the said wife be of the age of majority at the time of entering into such obligations or contracts.

Applying for or obtaining a respite will not impair the right of the bank to recover loans on mortgage.

SEC. 26. Be it further enacted, &c., that in no case shall the applying for, or obtaining a respite from creditors, in any manner impair or affect the right of the said bank, as to the recovery of loans secured by mortgage on immovable property, nor shall any orders of seizure or sales of said mortgaged property, or any other process required for the seizing these said rights, or said property be in any manner thereby impaired or delayed.

Privileges of the bank in the event of a voluntary or forced surrender of property.

SEC. 27. Be it further enacted &c., that if any individual who shall have obtained from the said bank a loan secured by mortgage as aforesaid, shall make a voluntary or forced surrender of his property to his creditors, the said mortgaged property shall not be comprised in the cession, or in the map of his estate, except in case of payment of the sum due to the bank, and secured by said mortgage; but the said bank may proceed by an order of seizure and sale, against the said property, in the same manner as if no surrender had been had or made, and the surplus of the proceeds of the sale, after paying the debts due to the bank with costs, shall be paid over to his legal representatives.

How the shares of a stockholder who has failed shall be disposed of.

SEC. 28. Be it further enacted, &c., that if a stockholder should fail, he shall be divested of his equality as stockholder, and his share or shares shall be sold by the board of directors, with all the rights and credit thereto belonging.

Bonds to secure the loan of 7,000,000 to be deposited in the bank. How transfers are to be made.

SEC. 29. Be it further enacted, &c., that the bonds with the privileged mortgages for the sum of eight millions of dollars, subscribed by the stockholders of the said bank, according to their shares, for the purpose of securing the loan of seven millions of dollars, shall be deposited in the office of the said institution as security for the reimbursement of the capital, as well as the interest of the said

bonds granted by the State: and whenever application shall be made by a stockholder to transfer his stock and be discharged, such transfer and discharge may take place upon the new stockholder's furnishing mortgage, to the satisfaction of at least a majority of all the directors, and in all such cases of transfer and discharge the votes shall be taken by yeas and nays.

State bonds to be furnished by the Governor.

SEC. 30. Be it further enacted, &c., that as soon as directors are appointed by the Governor, in the manner provided for in the 12th section, said directors shall proceed to the election of a president, and the same shall be notified to the Governor, who will thereupon execute to the said bank, from time to time, bonds in amounts proportioned to the sums subscribed, and secured to the satisfaction of the directors, as required by the charter, until the whole amount of seven millions of dollars shall be furnished in bonds as heretofore provided.

The State entitled to a credit of $500,000.

SEC. 31. Be it further enacted, &c., that the State of Louisiana shall be entitled to a credit of five hundred thousand dollars, on furnishing notes or obligations for such sum as may be required to be used, and paying the usual interest annually, and in advance; and each and every stockholder shall be entitled to a credit equal to one-half of the total amount of his shares: provided that, as use may be made of said credit, notes or obligations for the amount so used shall be furnished, and the interest thereon shall be annually paid in advance, and the principal shall be paid in equal instalments, so that the whole shall be paid at the expiration of twenty years from the passage hereof.

Time allotted for winding up the affairs of the bank.

SEC. 32. Be it further enacted, &c., that the three last years for the time allowed for the continuance of this charter shall be exclusively employed in winding up the affairs of the institution, and that no loans or discounts shall be given or allowed during the said last three years as aforesaid.

Number of branches, their location and capital.

SEC. 33. Be it further enacted, &c., that there shall be established eight offices of discount and deposit, as follows: One at Thibodeauxville in the parish of Lafourche Interior, for the parishes of Terre-Bonne, Lafourche Interior, and Assumption, with a capital of two hundred and fifty thousand dollars; one at Covington, in the parish of St. Tammany, for the parishes of St. Tammany, Washington and St. Helena, of two hundred and twenty-five thousand dollars; one at Marksville, in the parish of Avoyelles, for the parishes of Avoyelles, Rapides and Catahoula, of two hundred and twenty-five thousand dollars; one at Vermillionville, in the parish of Lafayette, for the parishes of Lafayette and St. Laundry, of two hundred thousand dollars; one at St. Martinsville, in the parish of St. Martin, for the parishes of St. Martin and St. Mary, of two hundred thousand dollars; one at Plaquemine, in the parish of Iberville, for the parishes of Iberville, Ascension, and West Baton Rouge, of two hundred and fifty thousand dollars: one at Natchitoches, for the parishes of Natchitoches, Claiborne and

33/2.

Ouachita, of two hundred thousand dollars; and one at Clinton, in the parish of East Feliciana, for the parishes of East Feliciana, West Feliciana, and East Baton Rouge, of two hundred and fifty thousand dollars.

Directors for the branches, by whom appointed—their duties.

SEC. 34. Be it further enacted, &c., that there shall be annually appointed by the Board of Directors of the Union Bank, to administer the affairs of the said offices, five or seven directors for each of said offices of discount and deposit, citizens of this State, residing and domiciliated within the parishes for which said offices shall be established; three of whom shall constitute a quorum to transact business; and said directors shall choose from among themselves a president, and shall be subject to all such regulations and rules as may be adopted by the board of the mother bank, for the government of said offices, not inconsistent with the provisions of this charter.

Cashiers of the branches, by whom appointed; security to be furnished by them.

SEC. 35. Be it further enacted, &c., that there shall be appointed for each of the aforesaid offices of discount and deposit, by the board of directors of the mother bank, one cashier, who shall furnish such security as may be required by the directors of said Union Bank of Louisiana.

Appropriation of the capital of the branches.

SEC. 36. Be it further enacted, &c., that the directors of said offices of discount and deposit shall appropriate two-thirds of the capital of each office to loan on mortgage, and one-third to loan on promissory notes or bills of exchange, as far as practicable and the nature of the applications will enable them to do so; and that the board of said offices of discount and deposit may loan or discount upon notes secured by mortgages.

Loans to be made to the parishes; how they are to be apportioned.

SEC. 37. Be it further enacted, &c., that the sum of eight hundred thousand dollars, which may arise from interests and discounts of said Union Bank of Louisiana, as the same accrue, shall be, and hereby is set apart for loans in the parishes of this State, exclusive of the city of New Orleans, which are not included in any of the districts aforesaid, where offices of discount and deposit are situated. The same to be loaned out as is provided for in this act to said parishes, in proportion to the amount of taxes paid by them respectively: provided, however, the said bank shall not be compelled to keep the proportion allotted to any of said parishes more than three months after said appointment has been made; and after that time it may be loaned to any other parish, which is not attached to the district of an office of discount and deposit as aforesaid, excepting the city of New Orleans.

Time allotted for reimbursements of loans on mortgage.

SEC. 38. Be it further enacted, &c., that persons borrowing on mortgage shall be allowed at the end of twelve months to renew their bonds or notes for twelve months longer, during the space of eight years from the date of their respective loans or discounts: provided,

they pay and reimburse at the time of each renewal one-eighth of the sum originally loaned or discounted to them, as well as the interest upon the sum for which their said bonds shall thus be renewed, so that at the expiration of eight years the whole sum loaned or discounted to them, together with interest thereon, be entirely paid and extinguished; and provided, also, that in relation to loans made on mortgage after the twelfth year of the charter, the same shall be reimbursable and renewable for such amounts, on payment of interest, as will extinguish the whole amount of the loan at the expiration of the twentieth year of the charter.

Rates of interest to be exacted by the branches.

SEC. 39. Be it further enacted, &c., that the loans to be made by the said offices of discount and deposit shall be at a rate of interest not exceeding seven per cent. on mortgages or bonds and promissory notes, payable at a term of more than four months; and not more than six per cent. on notes or bonds renewable at four months, or at a shorter term.

When and how the branches may be withdrawn.

SEC. 40. Be it further enacted, &c., that when either of the said offices of discount and deposit, shall not yield in any one year, except the two first years from the commencement of its operation, a net interest of five per cent. per annum upon the capital invested therein, the said office may be withdrawn by the mother bank.

Obligations of the mother bank when branches are withdrawn.

SEC. 41. Be it further enacted, &c., that in case any of the branches of the Union Bank of Louisiana should be withdrawn in consequence of a failure to realize the required interest, then a sum equal to the capital of said branch shall be loaned, as provided for in the thirty-sixth section, exclusively to the citizens of those parishes for which said branch was established.

Disposition to be made of the capital of the branches.

SEC. 42. Be it further enacted, &c., that the capital of said branches shall be loaned in the parishes for which they are established, in proportion to the state tax paid by each, for three months after they shall respectively go into operation, as far as the nature of the application and security will enable them to do so, after which term any sum which may not be loaned agreeably to the distribution herein contained, may be loaned without regard to said distribution and division.

When branches may loan money to non-residents of their parish.

SEC. 43. Be it further enacted, &c., that the said offices may lend money to the inhabitants of any of the parishes enumerated in the thirty-third section, when there are not sufficient applications for the parishes for which said offices are established.

Right to subscribe in New Orleans.

SEC. 44. Be it further enacted, &c., that nothing contained in the third section shall prevent any citizen of the State wishing to subscribe from doing so, in the city of New Orleans, and having his titles examined there without

3313.

first presenting them to the commissioners appointed in his parish or district.

(Signed) A. MOUTON,
Speaker of the House of Representatives.

C. DERBIGNY,
President of the Senate.

Approved April 2, 1832.

A. B. ROMAN,
Governor of the State of Louisiana.

An act to amend the act entitled "An act to incorporate the subscribers to the Union Bank of Louisiana."

Committee for discounts.

SEC. 1. Be it further enacted, by the Senate and House of Representatives of the State of Louisiana in general assembly convened, That for the discounting of notes, five directors will form a quorum; and that for bills of exchange or other effects, a committee of three members of the board of directors appointed by a majority of the board shall form a quorum.

Location of the Avoyelles branch.

SEC. 2. And be it further enacted, &c., That the branch of the Union Bank which, according to the thirty-third section of the charter of that institution, is to be established at Marksville, may be located in any other part of the *part of the* parish of Avoyelles which the board of directors of the mother bank will deem more convenient. Provided, this measure shall have been previously recommended by the majority of the directors of the branch bank, located in the Parish of Avoyelles.

(Signed) ALCÉE LABRANCHE,
Speaker of the House of Representatives.

C. DERBIGNY,
President of the Senate.

Approved 1st April, 1833.

A. B. ROMAN,
Governor of the State of Louisiana.

UNITED STATES OF AMERICA,
State of Louisiana.

OFFICE OF THE SECRETARY OF STATE.

I do hereby certify the foregoing act, entitled "An act to incorporate the subscribers to the Union Bank of Louisiana," and the act entitled "An act to amend the act entitled 'An act to incorporate the subscribers to the Union Bank of Louisiana,'" to be a true and correct copies from the originals in my custody.

In testimony whereof, I have hereunto set my hand and affixed the seal of the State, at New Orleans, this third day of March, in the year of our Lord one thousand eight hundred and forty-seven, and of the independence of the United States of America the seventy-first.

[SEAL.] CHARLES GAYARRÉ,
Secretary of State.

STATE OF LOUISIANA,
Parish City of New Orleans.

I, *Albert Childe Ainsworth*, commissioner for the State of Texas to act in the city of New Orleans, duly appointed and sworn, do hereby certify that *Charles Gayarré* is the legal duly appointed secretary of state for the *State of Louisiana;* that the name signed to a certificate under the seal of the State aforesaid, in his proper and official signature, and that to the said *signature* and *seal* full *faith* and *credit* should be given.

In faith whereof, I hereby grant these presents under my signature and seal of office at New Orleans, this fourth day of March 1847.

[SEAL.] A. C. AINSWORTH, *Comm'r.*

Afterwards, to wit, on the same day and year, the said complainants, by their counsel aforesaid, offered and read in evidence to the said court here a certified copy of the power of attorney from Josiah S. Stafford and wife to Stephen E. Cuny, and the certificates thereto annexed in the words following, that is to say:

State of Louisiana.

Be it known, that on the eighth day of April in the year of our Lord one thousand eight hundred and thirty-seven, before me, Augustus L. Bringhurst, notary public in and for the Parish of Rapides, State of Louisiana, and the undersigned witnesses, personally appeared, Josiah Seth Stafford, of the Parish of Rapides and State of Louisana, and Mrs. Jeanetta Kirkland, his wife, by him duly authorized, and the said first appearer declared that he has made, nominated and appointed Stephen Edmund Cuny, of the Parish and State aforesaid, his true and lawful attorney, for him and in his name and stead and to the use of the said constituent, to sign and execute any mortgage or mortgages in favor of Union Bank of Louisiana, conformably to the charter of said bank, upon all his property or upon any part thereof, to secure the payment of the loan or loans which he has obtained or may obtain from said institution, or to secure any amount of the stock of said bank which may be transferred to him; to do, execute and perform all and singular this act, matters and things, which may be required of the board of directors of said bank in the execution of the premises; to sign any note or bond in favor of said bank; hereby empowering the said attorney for him and in his

name to check for, draw and receive from the said bank any such amount of money as he may obtain upon mortgage of his said property. And the second appearer, to wit, the said mistress Jeanetta Stafford, by her said husband duly assisted and authorized, said that she does nominate and appoint the said Stephen E. Cuny her lawful attorney, for her and in her name, to sign and execute all such acts as shall be required as aforesaid by the said bank; to bind her, the said constituent, in solido with her husband, in all and every the mortgages which shall be executed in favor of the said bank, or to renounce in her name, as the case may be, in favor of the said bank, all the matrimonial, dotal, paraphernal and other rights, of any nature whatever, which she has, or in future may have, on the property of her said husband, promising that she and her heirs shall at all times acknowledge and sustain the validity of all the acts and of any renunciation which shall be so made by the said attorney; and in general, both the said constituents hereby empower their said attorney to do and perform all acts and things which may be necessary and proper to effect the purpose intended by this act of procuration, hereby ratifying and confirming whatever the said attorney shall lawfully do by virtue hereof.

Done and passed at the Parish of Rapides, on the day and year first above written, in presence of William H. Cureton, and of Charles L. Johnson witnesses, who have signed these presents with the appearer and me, the said notary.

J. S. STAFFORD,
JEANETTA STAFFORD.

Witnesses,
WM. H. CURETON,
C. L. JOHNSON.

Done and passed before me,

AUGS. L. BRINGHURST,
Notary Public.

Filed April 10th, 1837, and duly recorded in conveyance book Q, page 398 and 399.

I certify the above and foregoing to be a true copy from the original or file and of record in my office.

Given under my hand and seal of office, as recorder in and for the Parish of Rapides, this first day of November, A. D. 1848.

[SEAL.] J. A. THOMS, *Recorder.*

UNITED STATES OF AMERICA,
State of Louisiana.

By Isaac Johnson, Governor of the State of Louisiana.

These are to certify, that James A. Thoms, whose name is subscribed to the instrument of writing herein annexed, is and was at

the time of his signing the same, recorder in and for the Parish of Rapides, State of Louisiana; and his signature is genuine, and that his attestation in due form of law and made by the proper officer; that credit is due to all his acts as such.

Given at New Orleans, under my hand and the seal of the State, this ninth day of November, one thousand eight hundred and forty-eight, and of the independence of the United States the seventy-third.

By the Governor,

[SEAL.] ISAAC JOHNSON.

CHARLES GAYARRÉ,
Secretary of State.

Afterwards, to wit, on the same day and year, the said complainants, by their counsel aforesaid, offered and read in evidence to the said court here a certified copy of the mortgage from Josiah S. Stafford and wife, to the Union Bank of Louisiana, and the certificates thereto annexed, in the words following, that is to say:

Copy of Mortgage.

Before me, Adolphe Mazureau, notary public in and for the Parish and City of New Orleans, State of Louisiana, duly commissioned and sworn, and in presence of the witnesses hereafter named and undersigned,

Personally came and appeared Stephen Edmund Cuny, of the Parish of Rapides in this State, herein acting as the agent and attorney in fact of Josiah Seth Stafford and Mrs. Jeanetta Kirkland his wife, both also of the said Parish of Rapides, by virtue of the annexed power of attorney passed before Augustus L. Bringhurst, notary public in and for the said Parish of Rapides, on the eighth day of April, eighteen hundred and thirty-seven, who declared that his said constituents are justly and truly indebted unto the Union Bank of Louisiana, a duly incorporated institution in this State, in the sum of forty-five thousand dollars, being the amount of a loan of money made by the said bank to his said constituents, and for which said sum he, the said Cuny, has in the name of his said constituents this day signed an obligation in favor of the said bank, payable at the banking-house of said Union Bank in this city, on the second day of June, eighteen hundred and thirty-eight, fixed with bond or obligation, has been paraphed *Ne Varietur*, as signed by me the notary, to identify it with this act. And in order to secure the full and punctual payment of the said sum of forty-five thousand dollars, he the said Cuny, in the names of the said Josiah Seth Stafford and Jeanetta Kirkland, his wife, the constituents of *heir*, the said Cuny mortgages and hypothecates in favor of the said Union Bank of Louisiana the following described property and slaves, to wit: First, a certain tract or parcel of land situated in the said

Parish of Rapides, on the right bank of Bayou Bœuf descending, bounded above by lands now owned by Mrs. Stafford, widow of Leroy Stafford, and below by the town of Cheneyville, being the cotton plantation purchased by the said Josiah S. Stafford from Mrs. Elizabeth J. Stafford by deed of record in the office of Parish of Rapides, and containing the quantity of nine hundred and twenty-six acres; also another tract of land situated in the rear of and adjoining that above described, and being the section number twelve, in township number one south, of range number one east, containing the quantity of five hundred and forty-one $\frac{30}{100}$ thirty hundredths acres; also one other tract of land adjoining that last described, being the east tract of the south-west quarter, and the east tract of section number *thirteen* in township number one, south of range number one east, containing the quantity of three hundred and thirty-eight five hundredths acres; both tracts being purchased by the said Stafford from the Government of the United States; also one other tract or parcel of land, being the east and west tract of the south-east quarter of section number one in township number one, south of range number one east, containing the quantity of one hundred and one twenty-four hundredths acres, being the same tract purchased by the said Stafford from John M. Jewell, by an act executed before the Parish Judge of the Parish of St. Landry; together with all the buildings and improvements which exist upon the said tract of land, implements of husbandry, horses, cattle, or all things thereto belonging or in anywise appertaining.

Second. And the following named and described slaves, to wit: Little Ben, aged about 20 years; William, about 31; Friday, about 24; Bob Davenport, about 21; Sam M'Clure, about 28; Peter, about 33; Lewis Blacksmith, about 29; Paul, about 36; Jacob, about 42; Jack, about 37; Alonzo, about 26; Perry, about 16; Sam Rogers, about 32; Little Sam, about 17; Jim, about 16; Pierre, about 18; Stephen, about 17; Austin, about 18; Little Lewis, about 16; George Lee, about 20; Edmund Bell, about 28; Willis, about 24; Levi, about 17; Ben M'Clure, about 14; Britton, about 23; Frank, about 19; Zacharia Carpenter, about 31; Ned, about 16; Phillip, about 55; Jerry, about 50; Blaize, about 50; Alfred, about 17; Albert, about 15; Wallace, about 17; Henry, about 30; Lewis Rogers, about 35; Tom, about 17; George, about 13; Dublin, about 28; Maria, about 35, and her two children, Louisa and Eliza; Cloe, about 25; Charlotte, about 7 and Patsey about 5 years; Fanny, about 36, and her child Amanda, about 4 years; Big Jane, aged 27; her three children, Margaret 10, Manuel 8, and Washington 2 years old; Harriet, about 24; her child, Phillip, about 11; Vicey, about 26, and her two children, Peggy 6, and John Dixon 1 year old; Henny, about 19, and her child, Charles, 9 months; Clarissa, aged 21; Any, about 19, and her child, Aaron, 8 months; Jane, aged 18, and her child, Harriet, 6 months; Jenny, 50 years; Charlotte, about 17; Mary, about 31, and her two children, Juliet

about 10, and Mary 3 years; Hortanse, 27 years, and her two children, Nannette 11, and Mary Anne 5 years; Caroline, about 20; Mary Haie, about 18; Big Mary, about 36; Sally, about 16; Pleasant, about 16; Violet, about 17; Hester, about 34; Big Charlotte, about 29; America, about 21; Elvira, about 18 years; Minerva, about 16; Cynthia, about 38; Minty, about 15 years; Judy, about 22, and her two children, Maria 3 years, and Tom about 9 months; Maria Johnson, about 19; her child Lavinia, about 7 months; Dapne, about 18; her child, Lewis, about 6 months; Charity, about 40; Venus, about 17; Louisa, about 15; Sarah, about 12; Ben *b*, about 36; Bob, about 21; Dick, 17; Nancy, about 15; Ben, *R*, about 15; Solomon, about 10; and Richard, about 8 years old, being one hundred and two in number, all slaves for life, and now employed on the aforesaid plantation, together with all the *encreased* of said slaves during the continuance of this said mortgage.

And the said Stephen E. Cuny, for the said Josiah S. Stafford and the said Jeanetta Kirkland, his wife, does by these presents solemnly bind and obligate his said constituents not to sell, mortgage, encumber or cause deterioration in any manner to the same, any part or portion of the said land herein above fully described and mortgaged, or all or any part of the slaves so mortgaged as aforesaid, to the prejudice of this mortgage, hereby in the name of his said constituents confessing judgment for the said sum of forty-five thousand dollars, and declaring that by virtue of this act in the hands of whomsoever the above-mortgaged property and slaves may be found, or any part or portion of the same at the expiration of the said Union Bank of Louisiana shall have full and complete power and authority to cause the said land and slaves to be seized and sold by the executory mode of proceeding without being obliged in any manner whatsoever to call first on them the said mortgagors to obtain a judgment against them, or in any manner to discuss their other property, any law to the contrary notwithstanding.

And the said Stephen E. Cuny, for his said constituents, hereby binds and obligates them not to remove or suffer to be removed from the parish of Rapides, or from the plantation on which they are employed, all or any of the above-described slaves herein above mortgaged to the Union Bank, and further binds his said constituents in case of the death of any of the said slaves mortgaged as aforesaid, to substitute others in their place and stead, so that the security here given to the said Union Bank of Louisiana shall in no manner be impaired or deteriorated thereby.

According to the annexed certificate of the judge of the said parish of Rapides dated on the twenty-seventh day of May last, it appears that there exists recorded in the name of the said Josiah Seth Stafford the following mortgages, to wit: 1. A mortgage granted by Leroy Stafford and Mrs. Elizabeth Stafford, his wife, in favor of *a* Fisk, Watt and Co., on a portion of the land and slaves herein above mortgaged, to secure payment of twelve thousand dollars, recorded June twenty-eighth, 1833.

2. A mortgage granted by the said Josiah Seth Stafford and Mrs. Jeannetta Stafford, his wife, in favor of the New Orleans Canal and Banking Company, on a portion of the land and slaves here above-described and mortgaged, to secure judgment of ten thousand dollars, which mortgage was recorded on the eleventh day of May eighteen hundred and thirty-six.

3. A mortgage granted by the said Josiah S. Stafford in favor of the succession of Leroy Stafford on twenty slaves mentioned in the said certificate and forming a portion of those mortgaged by this act to secure the purchase money thereof.

4. To a mortgage granted by the said Josiah S. Stafford in favor of the succession of Mrs. Celeste Rogers sundry slaves named and mentioned in the said certificate and included in this present act of mortgage to secure the purchase money of said slaves.

5. A mortgage granted by the said Josiah Stafford and Mrs. Jeannetta Kirkland his wife on all the property above described and mortgaged by this present act, as well as the slaves in favor of Maurice Cannon, to secure payment of thirty thousand dollars recorded on the seventh January, eighteen hundred and thirty-seven.

6. A mortgage granted by the said Josiah S. Stafford and wife in favor of Thomas Barrett and Co., on the whole of the property and slaves herein above more fully described and mortgaged by this present act to secure payment of the sum of thirty-two thousand dollars, recorded on the fifteenth day of February eighteen hundred and thirty-seven.

7. A judgment against Cesar J. Cuny and J. S. Stafford in solido in favor of Woolfolk, for the sum of eighteen hundred dollars, with ten per cent. per annum interest from the 25th February, 1834, until paid, and four dollars costs of protest, and the costs of suit recorded 9th December, 1836.

8. And a special mortgage granted by the said Stafford on all the property and slaves set forth in this present act and in the mortgages to Maurice Cannon and Thomas Barrett and Co., and other property in favor of Isaac Thomas and Micah P. Flint, to secure the said Thomas and Flint against their liabilities as endorsers for the said Stafford to the amount of about one hundred thousand dollars, recorded twenty-second day of April eighteen hundred and thirty-seven.

As the whole will more fully appear by the said annexed certificate of the parish judge aforesaid, to which reference is expressly had by these presents.

And here personally came and appeared Thomas Barrett, Esquire, of this city, acting for and on behalf the firm of Thomas Barrett and Co., and with him also appeared Maurice Cannon of this city, which said two appearers declared that having taken cognizance of what is above written, they do, as mortgagees of the said Stafford and wife, grant in favor of the said Union Bank of Louisiana a priority of the

mortgages existing in their favor on the land and slaves herein above mortgaged, wishing and considering their claims as mortgagees aforesaid or posterior to those of the said Union Bank of Louisiana.

Done and passed in my office aforesaid in the presence of Edmond Hoa and Henry Krain, witnesses, who have signed these presents on this sixth day of June eighteen hundred and thirty-seven, with the parties and me notary, after reading the whole.

Signed—J. E. Cuny, Thos. Barrett, Maurice Cannon, E. Hoa, H. Krain, A. Mazureau, Not. pub. I certify the foregoing to be a true copy of the original act on file and of record in my office. In testimony whereof I grant these presents under my signature and the impress of my notarial seal, at New Orleans, this 27th day of October, 1848.

[SEAL.] A. MAZUREAU,
Not. Pub.

UNITED STATES OF AMERICA,
State of Louisiana.

By Isaac Johnson, Governor of the State of Louisiana.

These are to certify, that A. Mazureau, whose name is subscribed to the instrument of writing herein annexed, is and was at the time of his signing the same a notary public in and for the parish and city of New Orleans, State of Louisiana; that his signature is genuine, and that this foregoing attestation is in due form and made by the proper officer; credit is due to all his acts as such.

Given at New Orleans, under my hand, and the seal of the State this ninth day of November one thousand eight hundred and forty-eight, and of the Independence of the United States the seventy-third.

By the Governor,
[SEAL.] ISAAC JOHNSON.

CHARLES GAYARRE,
Secretary of State.

Afterwards, to wit, on the same day and year, the said complainants, by their counsel aforesaid, offered in evidence to the said court here a certified transcript of the record of a suit between Jeanetta Kirkland, wife of Josiah S. Stafford, plaintiff, and her husband, Josiah S. Stafford, defendant, with the certificates thereto annexed, in the words following, that is to say:

Transcript of Record.

DISTRICT COURT,
Parish of Rapides.

JEANETTA KIRKLAND, WIFE OF J. S. STAFFORD,
vs.
HER HUSBAND, J. S. STAFFORD.

Petition.

To the honorable, the judge of the sixth judicial district, Parish of Rapides.

The petition of Jeanetta Kirkland, wife of Josiah S. Stafford, both citizens of said parish, with respect represent to your honor, that on or about the —— day of ————, in the year ——, in said parish, she intermarried with her said husband, she being a minor.

She further states that at the time of her marriage, she was the owner of a large estate in said parish partly acquired by inheritance from her deceased father, Edward Kirkland, and partly by inheritance from her deceased mother, Celeste Rogers, widow of her father, and partly by inheritance from her deceased father and mother. She further states that her property consisted principally of slaves and lands acquired by inheritance from her father, she being his only child and heir, and partly of money and credits acquired by inheritance from her mother and her father and her mother, and her father and mother jointly, with her brother and sister co-heirs of their mother. She further states that of the property acquired from her father, that a tract of land situated on the right bank of Red River below Alexandria was, at the sale of her succession, on the fifth of May, 1836, sold to H. S. Sprigg for the sum of seven thousand four hundred and forty dollars or thereabouts in cash, which money was received by her said husband and appropriated to his own use. She further states that on the 18th of July, 1836, that a provisional partition was made between the co-heirs of her mother, by which the sum of thirty-five thousand five hundred and twenty-three dollars and sixty-six cents or thereabouts was set apart to each heir; and that on the first and second of November, 1838, that a final partition was made among said heirs, by which the portion of your petitioner in the succession was ascertained to be the sum of fifty-eight thousand one hundred and twenty-six dollars seven and a half cents or thereabouts, which sum your petitioner's husband received from her co-heirs, on final partition as aforesaid, and applied to his own use, making, together with the sum received from Sprigg on the sale of her land, a total amount of sixty-five thousand five hundred and seventy-six dollars seven and a half cents, or thereabouts, which her husband has received of her paraphernal property and money, and appropriated at his pleasure and to his own use, and for the return of which *Lone* petitioner has by law, a lien, mortgage, or privilege on all real and personal estate of her

said husband in preference to subsequent creditors and claimants, more particularly on the following described lands, slaves, and personal property, to wit: One tract of land on which her said husband now resides, and being the same which formerly belonged to the estate of his father, and which he bought of Mistress ——— Stafford, who purchased the same at the sale of the succession of her deceased husband, together with the back lands adjoining and contiguous thereto, which have been entered by the said Josiah, and on the following slaves, to wit: Louis, Sam, George, Marguerite Henry, Martha, Friday, Charity, Willis, Sam, Phillip, Alfred, George Lee, Louis, Shelly, Henry, Charles, Jack, Hortense, Nannette, Mary Ann, Frank, Alonzo, Mariah, Lavinia, Ned, Charlotte, Dick, Susan, Edmund, Vicy, Alfred, Elias, Nicholas, Jerry, Mariah, Manerva, Louisa, Eliza, Martha, Henry, Syntha, Mary, Fanny, Solomon, Richard, Amanda, Cloe, Ben, Minta, Charlotte, Martha, Tom, William, America, Rachel, Joshua, Dublin, Ben, Jim, Peter, Britton, Pleasant, Sam, Harriet, Phillip Eddy, Horace, Charlotte, Bedford, Paul, Mary, Ben, Clarissa, Elvira, Stephen, Louis, Bob, Esther, Nancy, William, Bob, Austin, Catish, Jacob, Perry, Taddy, Willis, Blaze, Mariah, Sarah, Pierre, Jim, Juliet, Mary, Andrew, Sophia, Louisa, Venus, Mary Rogers; and on or about two hundred head of horned cattle, sixty-five mules and horses, fifty sheep, and three hundred head of hogs on the plantation adjoining Cheneyville, where the said Josiah resides; on the crop of cotton and corn which is unsold, and on all the farming tools, utensils, carts, wagons, &c., and on the household, kitchen, and other furniture, personal property in his possession. Your petitioner further states that her said husband is in very embarrassed circumstances, and that she has just reason to apprehend that her rights and property in his hands are greatly jeopardized. She further states that judgments to a large amount have already been obtained against him, and that sundry suits are now pending for further sums, and that his whole property is not sufficient to pay the special liens and mortgages against him and to pay and satisfy the just demands of your petitioner for a return of her paraphernal property appropriated and used by him.

Wherefore your petitioner prays that her said husband may be cited to answer hereto; that a separation of property be decreed between them; that she have judgment against him for said sum of sixty-five thousand five hundred and seventy-six dollars seven and a half cents with interest and costs; and that she be secured in her lien, privilege, or mortgage for the payment of the same on the aforesaid real estate, slaves, and personal property, and on any other real estate or personal property which he may have, and that she have such other and further relief as will be legal and just.

She further prays that her said husband and his creditors may be enjoined from removing or selling any portion of said personal property on which she has a prior lien.

W. M. STAFFORD.

Before me, Robert L. Tanner, an acting justice of the peace in and for the Parish of Rapides, came Mrs. *Jennet* Stafford, who made oath that the facts set forth in the foregoing petition of her own knowledge are true, and that those not as of her own knowledge that she believes to be true.

JEANETTA STAFFORD.

Sworn to and subscribed before me, this 18th day of March, 1840.

ROBERT L. TANNER, *J. P.*

Filed March 19th, 1840.

E. W. BRONAUGH,
Deputy Clerk.

Citation.

STATE OF LOUISIANA, SIXTH DISTRICT COURT,
Parish of Rapides.

JEANETTA KIRKLAND
vs.
JOSIAH S. STAFFORD.

To Josiah S. Stafford, of the parish of Rapides.

You are hereby summoned to attend at the clerk's office, in the town of Alexandria, and comply with the prayer of the annexed petition, or file your answer thereto in writing in the office of the clerk of the 6th District Court, in and for the parish of Rapides, on the first Monday of May next, if twelve days shall remain, between the time of the service hereof, and the said first Monday of May, but if so many days shall remain, then, in twelve days after the service hereof.

Witness the honorable Henry Roger, Judge of the said court, this 20th day of March, 1840.

E. W. BRONAUGH, *Dy. Cl'k.*

Sheriff's Return.

Rec'd, Friday, March 20, 1840, ; and on Monday, 23d March, 1840, duly served Josiah S. Stafford, in person, with a copy of this citation and petition annexed.

CHAS. WILSON, *Dy. Sh'ff.*

Extract from the Minutes.

Tuesday, May 5th, 1840.

J. Kirkland, wife of J. S. Stafford, vs. Her Husband. Amended petition filed.

Extract from the Minutes.

Thursday, May 7th, 1840.

Jeanetta Kirkland, wife of Josiah S. Stafford, vs. Her Husband. In this case, on motion of Thomas and Ogden, they are permitted to withdraw their names as attorneys from the petition of the plaintiff; and on their further motion, the Union Bank of Louisiana is permitted to intervene in said suit, between the plaintiff and her husband, and it is ordered that they be cited to answer the petition of intervention by said bank.

Petition of Intervention.

To the honorable the Judge of the sixth District Court, parish of Rapides.

The petition of the president, directors, and company of the Union Bank of Louisiana, located in the city of New Orleans, with respect, represents to your ——: That Jeanetta Kirkland, wife of Josiah Seth Stafford (both residents in said parish), has instituted a suit in your honorable court against her said husband, for the recovery of a large amount of money alleged to be due to her for the return of her paraphernal effects, received and used by him, and for a separation of property, and claims the benefit of privilege and mortgage on all of the property real and personal of her said husband, for the payment of the same with interest and costs; she further states, as an inducement to her action, that her husband is in embarrassed circumstances, having many judgments against him and sundry suits pending, and that she is in jeopardy of losing her rights, as claimed by her.

Your petition further alleges that the Union Bank of Louisiana, of which they are the president, directors, and company, on the day of , in the year 1837, made a loan to said Stafford and his said wife, of the sum of forty-five thousand dollars, and secured the payment thereof by bond and mortgage, bearing even date herewith, and which mortgage is duly of record, in the office of the parish Judge of said parish, a copy of which is hereto annexed. Your petitioners further state that said mortgage operates on a very large portion of the property, on which the said Jeanetta pretends a right to exercise her lien, for a particular description of which the mortgage is referred to. Your petitioners further represent that the claim of the said Jeanetta is unjust and unfounded, that she is asserting and attempting to maintain it is in fraudulent collusion with her said husband to defeat the just and honorable claims of creditors; that if she has any legal rights, that they are greatly exaggerated and not entitled to the rank, privilege, and priority of payment claimed, and that unless the creditors are permitted to intervene in said suit, to settle and adjust their relative rights with the claimant, that the said Stafford will voluntarily and

by collusion, let judgment go against him, for whatever amount his said wife may think proper to claim, with such rank, date and privilege, attached thereto, as will cut off all other claims, leaving his numerous creditors remediless. Your petitioners further state that it is pretended by the said Jeanetta that at the time she signed the bond and mortgage to the said bank that she was a minor, and not bound by them; your petitioners allege that if she was a minor at the time of the execution of said bond and mortgage, that it does not prove that she is not bound thereby because the said loan was not made, first, to pay a mortgage debt due to Maurice Cannon, which she was authorized to execute by a family meeting, and secondly, to pay a debt to Burk, Watt & Co., due by the estate of Leroy Stafford, deceased, and which payment vested in the purchase made by the said Josiah, and on which she now claims to exercise a lien. Your petitioners further state that the creditors have a right to require the said Jeanetta, if she has any lien, to exercise it, first in exhausting the personal property of her husband, and secondly that on which their claims may not specially operate, before she can interfere with their special claims. The premises considered, your petitioners pray that they may be permitted to intervene in the suit between said Jeanetta and her husband, that the said Jeanetta and her husband be cited to answer hereto, that the relative demands, rights, claims and liabilities of the parties be fixed by a decree of your honorable court, and that such other judgment, decree, and orders may taken and had therein as will be legal and just.

THOMAS AND OGDEN,
Attorneys.

Filed May 7th, 1840.

C. V. LEDOUX,
Clerk.

Copy of Mortgage.

Before me, Adolph Mazureau, notary public in and for the parish and city of New Orleans, State of Louisiana, duly commissioned and sworn, and in presence of the witnesses hereinafter named and undersigned, personally came and appeared Stephen Edward Cuny, of the parish of Rapides in this State, herein acting as the agent and attorney in fact of Josiah Seth Stafford and Mrs. Jeanetta *Kir* Kirkland, his wife, both also of the said parish of Rapides, by virtue of the annexed power of attorney passed before Augustus L. Bringhurst, notary public in and for the said parish of Rapides, on the eighteenth day of April, eighteen hundred and thirty-seven, who declared that his said constituents are justly and truly indebted unto the Union Bank of Louisiana, a duly incorporated institution in this State, in the sum of forty-five thousand dollars, being the amount of a loan of money made by the said bank to his said constituents, and for which said sum he the said Cuny has in the name of his said con-

stituents this day signed an obligation in favor of the said bank, payable at the banking-house of said Union Bank in this city on the second day of June, eighteen hundred and thirty-eight, fixed, which bond or obligation has been paraphed, ne varietur, and signed by me, the notary, to identify it with this act; and in order to secure the full and punctual payment of the said sum of forty-five thousand dollars, he, the said Cuny, in the name of the said Josiah Seth Stafford, and Jeanetta Kirkland, his wife, the constituents of him, the said Cuny, mortgage and hypothecate in favor of the said Union Bank of Louisiana the following described property and slaves, to wit, first, a certain tract or parcel of land situated in the said parish of Rapides, on the right bank of Bayou Boeuf, descending, bounded above by lands now owned by Mrs. Stafford, widow of Leroy Stafford, and below by the town of Cheneyville, being the cotton plantation purchased by the said Josiah S. Stafford from Mrs. Elizabeth S. Stafford by deed of record in the office of the parish Judge of Rapides, and containing the quantity of nine hundred and twenty-six acres. Also, another tract of land situated in the rear and adjoining that above described, and bearing the section number twelve, in township No. one, south of range No. one east, containing the quantity *containing the quantity* of one hundred and one twenty-four hundredths acres, being the same tract purchased by the said Stafford from John M. Jewell, by an act executed before the parish Judge of the parish of St. Landry, together with all the buildings and improvements that exist upon the said tracts of land, implements of husbandry, horses, cattle, or all things thereto belonging or in anywise appertaining. Second, and the following named and described slaves, to wit: Little Ben, aged about 20 years; William, about 11; Friday, about 24; Bob Davenport, about 21; Sam McClure, about 28; Peter, about 33; Lewis Blacksmith, about 29; Paul, about 36; Jacob, about 42; Jack, about 37; *Alevira*, about 26; Perry, about 16; Sam Rogers, about 32; Little Sam, about 17; Jim, about 16; Pierre, about 18; Stephen, about 17; Austin, about 18; Little Lewis, about 16; George Lea, about 20; Edmund Bell, about 28; Willis, about 24; Britton, about 25; Frank, about 19; Zachariah Carpenter, about 31; Ned, about 16; Philip, about 55; Jerry, about 50; Blaze, about 50; Alfred about 17; *Alfred, about* 17; Albert, about 19; Wallace, about 17; Henry, about 30; Rogers, 39; Tom, about 17; George, about 23; Dublin, about 28; Maria, about 29; and her two children Louisa, and Eliza; Cloe, about 29; Charlotte, about 7; and Pamg, about 5 years; Fanny, about 36; and her child Amanda, about 4 years; Big Jane, aged 27; her three children Margaret, 10, Manual, 8, and Washington, two years old; Harriet, about 24; her child Philip, about 11; Vicy, about 26; and her two children Peggy, 6, and John Dixon, 1 year old; Henny, about 19; and her child Charles, 9 months; Clarissa, aged 21; Amy, about 19; and her child Duroa, 8 months; Jane, aged 18; and her child Harriet, 6 months; Jenny, 50 years; Charlotte, about 17; Mary, about 51; and her two children Judith,

about 10, and Mary, 3 years; Hortense, 27 years; and her two children, Nanette 11, and Mary Ann 5 years; Caroline, about 20; Mary Haie, about 18; Big Mary, about 36; Sally, about 56; Pleasant, about 16; Violet, about 17; Hester, about 34; Big Charlotte, about 29; America, about 21; Elvira, about 18 years; Minerva, about 16; Cynthia, about 38; Monty, about 15; Judy, about 22; and her two children, Maria 3 years, and Tom, about 9 months; Maria Johnston, about 19; and her child Lavinia, about 7 months; Dephia, about 18; her child Lemos, about 6 months; Charity, about 40; Venus, about 17; Louisa, about 15; Sarah, about 12; Benc, about 36; Bob, about 21; Dick, 17; Nanny, about 15; Benk, about 15; Solomon, about 10; and Richard, about 8 years old, being one hundred and two in number, all slaves for life, and now employed on the aforesaid plantation, together with the increase of said slaves during the continuance of this mortgage. And the said Stephen E. Cuny, for the said Josiah S. Stafford, and the said Jeanetta Kirkland, his wife, does by these presents solemnly bind and obligate his said constituents not to sell, mortgage, encumber, or cause deterioration in any manner to the same, any part or portion of the said lands herein above fully described and mortgaged, or all or any part of the slaves so mortgaged as aforesaid to the prejudice of this mortgage, hereby in the name of his said constituents confessing judgment for the said sum of forty-five thousand dollars; that by virtue of this act, in the hands of whomsoever the above-mortgaged property and slaves may be found, or any part or portion of the same at the expiration of one year from the date hereof, in case of non-payment of the said bond or obligation, the said Union Bank of Louisiana shall have full and complete power and authority to cause *to cause* the said land and slaves to be seized and sold by executory mode of proceeding, without being obliged in any manner whatever to call first on them, the said mortgagees, or to obtain a judgment against them, or in any manner to discuss their other property, any laws to the contrary notwithstanding. And the said Stephen E. Cuny, for his said constituents, hereby binds and obliges them not to remove and suffer to be removed, from the said parish of Rapides, or from the plantation on which they are employed, all or any of the above described slaves herein above mortgaged to the Union Bank: and further binds his said constituents, in case of the death of any of the said slaves mortgaged as aforesaid, to substitute others in their place and stead, so that the security here given to the said Union Bank of Louisiana shall in no manner be impaired or deteriorated hereby. According to the annexed certificate, the judge of the said parish of Rapides, dated on the twenty-seventh day of May last past, it appears that there exists recorded in the name of the said Josiah Seth Stafford the following mortgages, to wit: 1st. A mortgage granted by Leroy Stafford and Mrs. Elizabeth Stafford, his wife, in favor of A. Fisk, Watt & Company, on a portion of the land and slaves herein above mortgaged, to secure payment of twelve thousand dollars, recorded twenty-

eighth June, 1833. 2d. A mortgage granted by the said Josiah Seth Stafford and Mrs. Jeanetta Stafford, his wife, in favor of the New Orleans Canal and Banking Company, on a portion of the land and slaves herein above described and mortgaged, to secure payment of ten thousand dollars, which mortgage was rendered on the eleventh day of May, eighteen hundred and thirty-six. 3d. A mortgage granted by the said Josiah S. Stafford in favor of the succession of Leroy Stafford, on twenty slaves mentioned in said certificate, and forming a portion of those mortgaged by this act to secure the purchase money thereof. 4th. To a mortgage granted by the said Josiah S. Stafford in favor of the succession of Mrs. Celeste Rogers, on sundry slaves named and mentioned in the said certificate and included in this present act of mortgage, to secure the purchase money of said slaves. 5th. A mortgage granted by the said Josiah S. Stafford and Mrs. Jeanetta Kirkland, his wife, on all the property herein above described and mortgaged by this present act, as well as the slaves, in favor of Maurice Cannon, to secure payment of thirty thousand dollars, recorded on the seventh day of January, eighteen hundred thirty-seven. 6th. A mortgage granted by the said J. S. Stafford and wife, in favor of Thomas Barrett & Co., on the whole of the property and slaves herein above more fully described, and mortgaged by this present act to secure the payment of the sum of thirty-two thousand dollars, recorded on the fifth day of February, eighteen hundred and thirty-seven. 7th. A judgment against Cæsar S. Cuny and J. S. Stafford, in solido, in favor of A. Woolfolk, for the sum of eighteen hundred dollars, with ten per cent. per annum interest from the 25th February, 1834, until paid, and four dollars cost of protest, and the costs of suit recorded 9th December, 1836. 3d. And a special mortgage, granted by the said Stafford, on all the property and slaves set forth in the present act, and in the mortgage of Maurice Cannon and Thomas Barrett & Co., and other property in favor of Isaac Thomas and Mich. P. Flint, to secure the said Thomas and Flint against their liabilities as endorsers for the said Stafford, to the amount of about one hundred thousand dollars, recorded twenty-second day of April, eighteen hundred and thirty-seven, as the whole will more fully appear by the said annexed certificate of the parish judge aforesaid, to which reference is expressly had by these presents;—And here personally came and appeared Thomas Barrett, Esq., of this city, acting for and in behalf of the firm of Thomas Barrett & Co., and with him also appeared Maurice Cannon, of this city, which said two appearers declare that, having taking recognizance of what is above written, they do, as mortgagees of the said Stafford and wife, grant in favor of the said Union Bank of Louisiana a priority of the mortgages existing in their favor on the land and slaves herein above mortgaged, wishing and considering their claims, as mortgagees aforesaid, as posterior to those of the said Union Bank of Louisiana. Done and passed in my office aforesaid,

in the presence of Edward Hod and Henry Train, witnesses, who have signed these presents, on the sixth day of June, eighteen hundred and thirty-seven, with the parties, and me, notary, after reading the whole.

(Signed) S. E. CUNY,
THO. BARRETT,
MAURICE CANNON,
E. HOD,
HY. TRAIN.

A. MAZUREAU,
Notary Public.

A true copy of the original act. New Orleans, the thirteenth day of June, eighteen hundred and thirty-seven.

A. MAZUREAU,
Notary Public.

The words "of Rapides," in first page, and "Henry about 30, Rogers 39, Tom about 17," on third page, interlined in copy before certifying.

I certify the foregoing to be a true copy, taken from the records of my office.

Given under my hand and seal of office as Parish Judge, in and for the Parish of Rapides, on this 7th May, A. D. 1840.

GEO. R. WATERS,
Parish Judge.

Citation.

STATE OF LOUISIANA,
6th District Court, Parish of Rapides.

UNION BANK IN INTERVENTION
vs.
J. S. STAFFORD AND WIFE.

To Josiah S. Stafford of the Parish of Rapides. You are hereby summoned to attend at the clerk's office, in the town of Alexandria, and comply with the prayer of the annexed petition, or file your answer thereto in writing, in the office of the clerk of the 6th District Court, in and for the Parish of Rapides, on the second Monday of May, 1840, if 13 days shall remain between the time of the service hereof and the said 2d Monday of May, 1840, but if so many days shall not remain, then in 13 days after the service hereof.

Witness the honorable Henry Roger, Judge of the said court, this 8th day of May, 1840.

C. V. LEDOUX,
Clerk.

eighth June, 1833. 2d. A mortgage granted by the said Josiah Seth Stafford and Mrs. Jeanetta Stafford, his wife, in favor of the New Orleans Canal and Banking Company, on a portion of the land and slaves herein above described and mortgaged, to secure payment of ten thousand dollars, which mortgage was rendered on the eleventh day of May, eighteen hundred and thirty-six. 3d. A mortgage granted by the said Josiah S. Stafford in favor of the succession of Leroy Stafford, on twenty slaves mentioned in said certificate, and forming a portion of those mortgaged by this act to secure the purchase money thereof. 4th. To a mortgage granted by the said Josiah S. Stafford in favor of the succession of Mrs. Celeste Rogers, on sundry slaves named and mentioned in the said certificate and included in this present act of mortgage, to secure the purchase money of said slaves. 5th. A mortgage granted by the said Josiah S. Stafford and Mrs. Jeanetta Kirkland, his wife, on all the property herein above described and mortgaged by this present act, as well as the slaves, in favor of Maurice Cannon, to secure payment of thirty thousand dollars, recorded on the seventh day of January, eighteen hundred thirty-seven. 6th. A mortgage granted by the said J. S. Stafford and wife, in favor of Thomas Barrett & Co., on the whole of the property and slaves herein above more fully described, and mortgaged by this present act to secure the payment of the sum of thirty-two thousand dollars, recorded on the fifth day of February, eighteen hundred and thirty-seven. 7th. A judgment against Cæsar S. Cuny and J. S. Stafford, in solido, in favor of A. Woolfolk, for the sum of eighteen hundred dollars, with ten per cent. per annum interest from the 25th February, 1834, until paid, and four dollars cost of protest, and the costs of suit recorded 9th December, 1836. 3d. And a special mortgage, granted by the said Stafford, on all the property and slaves set forth in the present act, and in the mortgage of Maurice Cannon and Thomas Barrett & Co., and other property in favor of Isaac Thomas and Mich. P. Flint, to secure the said Thomas and Flint against their liabilities as endorsers for the said Stafford, to the amount of about one hundred thousand dollars, recorded twenty-second day of April, eighteen hundred and thirty-seven, as the whole will more fully appear by the said annexed certificate of the parish judge aforesaid, to which reference is expressly had by these presents;—And here personally came and appeared Thomas Barrett, Esq., of this city, acting for and in behalf of the firm of Thomas Barrett & Co., and with him also appeared Maurice Cannon, of this city, which said two appearers declare that, having taking recognizance of what is above written, they do, as mortgagees of the said Stafford and wife, grant in favor of the said Union Bank of Louisiana a priority of the mortgages existing in their favor on the land and slaves herein above mortgaged, wishing and considering their claims, as mortgagees aforesaid, as posterior to those of the said Union Bank of Louisiana. Done and passed in my office aforesaid,

in the presence of Edward Hod and Henry Train, witnesses, who have signed these presents, on the sixth day of June, eighteen hundred and thirty-seven, with the parties, and me, notary, after reading the whole.

(Signed) S. E. CUNY,
THO. BARRETT,
MAURICE CANNON,
E. HOD,
HY. TRAIN.

A. MAZUREAU,
Notary Public.

A true copy of the original act. New Orleans, the thirteenth day of June, eighteen hundred and thirty-seven.

A. MAZUREAU,
Notary Public.

The words "of Rapides," in first page, and "Henry about 30, Rogers 39, Tom about 17," on third page, interlined in copy before certifying.

I certify the foregoing to be a true copy, taken from the records of my office.

Given under my hand and seal of office as Parish Judge, in and for the Parish of Rapides, on this 7th May, A. D. 1840.

GEO. R. WATERS,
Parish Judge.

Citation.

STATE OF LOUISIANA,
6th District Court, Parish of Rapides.

UNION BANK IN INTERVENTION
vs.
J. S. STAFFORD AND WIFE.

To Josiah S. Stafford of the Parish of Rapides. You are hereby summoned to attend at the clerk's office, in the town of Alexandria, and comply with the prayer of the annexed petition, or file your answer thereto in writing, in the office of the clerk of the 6th District Court, in and for the Parish of Rapides, on the second Monday of May, 1840, if 13 days shall remain between the time of the service hereof and the said 2d Monday of May, 1840, but if so many days shall not remain, then in 13 days after the service hereof.

Witness the honorable Henry Roger, Judge of the said court, this 8th day of May, 1840.

C. V. LEDOUX,
Clerk.

Sheriff's Return.

Rec'd, Saturday, May 9th, 1840, and on Tuesday, 12th day of the same month and year, duly served Josiah S. Stafford with a copy of this citation and petition annexed, at his usual place of residence, in the Parish of Rapides, about 32 miles below the town of Alexandria on Bayou Bœuff, by leaving the same with a free white person, over the age of 14 years, and known to me as Mrs. Jeanetta Stafford (his wife), living in the same house (he being absent).

JOHN PETTWAY, *P. C.*

John Pettway, Parish Constable, is authorized to serve this writ.

J. W. DODD,
Dy. Sheriff.

Citation.

STATE OF LOUISIANA,
6th District Court, Parish of Rapides.

UNION BANK INTERVENTION
vs.
J. S. STAEFORD AND WIFE.

To Mrs. Jeanetta Stafford, of the Parish of Rapides. You are hereby summoned to attend at the clerk's office, in the town of Alexandria, and comply with the prayer of the annexed petition, or file your answer thereto in writing in the office of the clerk of the 6th District Court, in and for the Parish of Rapides, on the 2d Monday of May, 1840, if 13 days shall remain between the time of the service hereof and said 2d Monday of May, 1840, but if so many days shall not remain, then in 13 days after the service hereof.

Witness, the Honorable Henry Boyce, Judge of the said court, this 8th day of May, 1840.

C. V. LEDOUX,
Clerk.

Sheriff's Return.

Rec'd, Saturday, May 9th, 1840; and on Wednesday, the 13th day of May, 1840, duly served Mrs. Jeanetta Stafford, in person, with a copy of this citation and petition amended.

JOHN PETTWAY, *P. C.*

John Pettway was authorzied to serve this citation, June 4th, 1840.

CHAS. WILSON,
Dy. Sheriff.

3322.

Extract from the Minutes.

Thursday, May 21st, 1840.

Jeanetta Kirkland, wife of J. S. Stafford, vs. Her Husband. Continued.

Extract from the Minutes.

Tuesday, December 8th, 1840.

Jeanetta Kirkland, wife of J. S. Stafford, vs. Her Husband. Amended petition filed by leave of the court.

Plff's Amended Petition.

JEANETTA KIRKLAND vs. HER HUSBAND, JOSIAH S. STAFFORD. } Sixth District Court, Parish of Rapides. Nov. Term, 1840.

The plaintiff, with leave of the court, files the following amended petition, in which she humbly represents that, on the day of , in the year that her said husband recovered from Martin Jett the sum of fifteen hundred dollars, which she was entitled from her aunt, the deceased wife of the said Jett, and appropriated the same to his use, she also states that on the day of , in the year 1837, that her said husband recovered from Thomas Barrett, or Thomas Barrett & Co., in the city of New Orleans, the sum of seven thousand eight hundred and dollars, which belonged to her under a decision of court, in a case between her and her co-heirs, that both of said sums constituted a portion of her paraphernal property, and was received and appropriated by her said husband to his own use: Wherefore she prays, as in her original for judgment, and privilege and mortgage, for the security of her rights and general relief, and that her said husband be required to answer on oath the following interrogatories:

1st. What amount did you receive from Thomas Barrett, or Thomas Barrett & Co., on her account? 2d. When did you receive the same? 3d. On what particular account was it received? And as in duty bound she will ever pray.

THOMAS ATTY.

Filed December 8th, 1840.

C. V. LEDOUX,
Clerk.

Extract from the Minutes.

Wednesday, December 9th, 1840. Union Bank vs. Stafford and wife. Answer filed.

Answer.

JEANETTA KIRKLAND
vs.
HER HUSBAND, J. S. STAFFORD.

The defendant for answer to the petition and amended petition of his wife, neither admits or denies the allegations therein contained, except that they are husband and wife, and leaves the same to be made out by proof, according to the truth of the case.

J. S. STAFFORD.

Filed December, 1840.

C. V. LEDOUX,
Clerk.

Extract from the Minutes.

Saturday, May 29th, 1841. J. Kirkland, wife of J. S. Stafford, vs. Her Husband.

On motion, made by the intervenors, it was agreed by the parties that they withdraw their petition of intervention.

Judgment.

Dismissed, and judgment against the plaintiffs for costs.

Done and signed in open court, this 24th day of December, 1841.

GEO. W. KING,
Judge 5th District.

Extract from the Minutes.

Thursday, June 3d, 1841. Jeanetta Kirkland, wife of J. S. Stafford, vs. Her Husband.

By reason of the law and the evidence in this case being in favor of the plaintiff, her demand and the embarrassed situation of her husband's affairs being fully proven, it is ordered, adjudged and decreed, that she be separated in property from the defendant her said husband, and that she be authorized to administer her property as a feme sole; and it is further ordered, adjudged and decreed, that the plaintiff, Jeanetta Kirkland, wife of J. S. Stafford, do recover from *do recover from* the defendant, J. S. Stafford, the sum of sixty-six thousand and seventy-six dollars and sixty-seven and a half cents, with judicial interest from the 19th day of March, 1840, the day of judicial demand, the said sum being the amount of her paraphernal funds, received and used by her said husband, with the benefit of mortgage on all the real estate and slaves, owned by the said Stafford on the 6th day of March, 1835 (eighteen hundred and thirty-five), for the sum or fifteen hundred dollars, and upon all the real estate and slaves owned by said Stafford on the 5th day of May, 1836, for the sum of seven thousand four hundred and forty dollars, and upon

all the real estate and slaves owned by said Stafford on the 8th day of July, 1836, for the sum of thirty-five thousand four hundred and twenty-three dollars and sixty-six cents, and upon all the real estate and slaves owned by the said Stafford on the 2d day of November, 1838, for the sum of twenty-two thousand six hundred and thirteen dollars and forty-one and a half cents; and it is further ordered, adjudged and decreed, that she do recover the costs of this suit to be taxed.

Judgment.

SIXTH DISTRICT COURT, PARISH OF RAPIDES.
May Term, 1841.

JEANETTA KIRKLAND, WIFE OF J. S. STAFFORD,
vs.
HER HUSBAND, J. S. STAFFORD.

By reason of the law and the evidence in this case being in favor of the plaintiff, her demand, and the embarrassed situation of her husband's affairs being fully proven, it is ordered, adjudged, and decreed, *it is ordered* that she be separated in property from the defendant, her said husband, and that she be authorized to administer her property as a feme sole; and it is further ordered, adjudged, and decreed that the plaintiff, Jeanetta Kirkland, wife of J. S. Stafford, do recover from the defendant, J. S. Stafford, the sum of sixty-six thousand and seventy-six dollars and sixty-seven and a half cents, with judicial interest from the 19th day of March, 1840, the day of judicial demand, the said sum being the amount of her paraphernal funds received and used by her said husband, with the benefit of mortgage upon all the real estate and slaves owned by the said Stafford upon the 3d day of March, 1835 (eighteen hundred and thirty-five), for the sum of fifteen hundred dollars, and upon the real estate and slaves owned by the said Stafford on the 5th day of May, 1836, for the sum of seven thousand four hundred and forty dollars, and upon all the real estate and slaves owned by the said Stafford on the 18th day of July, 1836, for the sum of thirty-five thousand five hundred and twenty-three dollars and sixty-six cents, and upon all the real estate and slaves owned by the said Stafford on the 2d day of November, 1838, for the sum of twenty-two thousand six hundred and thirteen dollars and forty-one and a half cents; and it is further ordered, adjudged, and decreed that she do recover the costs of this suit to be taxed. Done and signed in open court, this 7th day of June, 1841.

H. ROGER,
Judge of the Sixth District.

Notice of Judgment.

SIXTH DISTRICT COURT, PARISH OF RAPIDES.
May Term, 1841.

JEANETTA KIRKLAND, WIFE OF J. S. STAFFORD,
vs.
HER HUSBAND, J. S. STAFFORD.

By reason of the law and the evidence in this case being in favor of the plaintiff, her demand, and the embarrassed situation of her husband's affairs being fully proven, it is ordered, adjudged, and decreed that she be separated in property from her said husband, and that she be authorized to administer her property as a feme sole. And it is further ordered, adjudged, and decreed that the plaintiff, Jeanetta Kirkland, wife of J. S. Stafford, do recover from the defendant J. S. Stafford the sum of sixty-six thousand and seventy-six dollars and sixty-seven and a half cents, with judicial interest from the 19th day of March, 1840, the day of judicial demand, said sum being the amount of her paraphernal property received and used by her said husband, with the benefit of mortgage on all the real estate and slaves owned by said Stafford, the 6th day of March, 1835 (eighteen hundred and thirty-five), for the sum of fifteen hundred dollars, and upon all the real estate and slaves owned by the said Stafford on the 5th day of May, 1836, for the sum of seven thousand four hundred and forty dollars, and upon all the real estate and slaves owned by the said Stafford on the 18th day of July, 1836, for the sum of thirty-five thousand four hundred and twenty-three dollars and sixty-six cents, and upon all the real estate and slaves owned by the said Stafford on the 2d day of November, 1838, for the sum of twenty-two thousand six hundred and thirteen dollars and forty-one and a half cents. And it is further ordered, adjudged, and decreed that she do recover the costs of this suit to be taxed.

Done and signed in open court, 7th day of June, 1841.

H. BOYCE,
Judge of the Sixth District.

Sheriff's Return.

Received, Monday, June 16th, 1841; and on Monday, the 23d of the same month and year, duly served Josiah S. Stafford with a copy of this notice of judgment by leaving the same at his usual place of residence about 30 miles from the town of Alexandria, with a free person over the age of 14 years, and known to me as Jeanetta Stafford, living in the same house with said Stafford, he the said Stafford being absent from home at the time of service.

J. CURTIS,
Deputy Sheriff.

Writ of Fieri Facias.

THE STATE OF LOUISIANA,
Parish of Rapides.

To the Sheriff of said parish, greeting:

We command you that you demand from Josiah S. Stafford the sum of sixty-six thousand and seventy-six dollars and sixty-seven cents, debt, with judical interest from the 19th of March, 1840, the day of judicial demand, with the benefit of mortgage, on all the real estate and slaves owned by the said Stafford upon the 6th day of March, 1835, for the sum of fifteen hundred dollars, and upon all the real estate and slaves owned by the said Stafford on the 5th day of May, 1836, for the sum of seven thousand five hundred and forty dollars, and upon all the real estate and slaves owned by said Stafford on the 18th day of July, 1836, for the sum of thirty-four thousand five hundred and twenty-three dollars and sixty-six cents, and upon all the real estate and slaves owned by said Stafford on the 2d day of November, 1838, for the sum of twenty-two thousand six hundred and thirteen dollars and forty-one and a half cents, and costs of suit.

C. V. LEDOUX,
Clerk.

And also the sum of thirty-three $\frac{38}{100}$ dollars costs, which Jeanetta Kirkland lately recovered by judgment of the 6th District Court in and for the Parish of Rapides; and if he shall not pay the same on demand, that then you cause the said to be made out of the personal estate of the said J. S. Stafford, except slaves, in your parish, if sufficient personal estate exclusive of slaves can be found therein; but if sufficient personal estate of the said Josiah S. Stafford, exclusive of slaves, cannot be found in your parish, that then you cause the said sum to be made cut of the real estate and slaves, of the said Josiah S. Stafford, in your parish, whereof he was owner, on the 7th day of June, 1841, in whose hands soever the same may have come, but if sufficient movable or immovable property, or slaves, of the said Josiah S. Stafford, cannot be found in your parish, that then you cause the said sum to be made out of the rights and credits of the said Josiah S. Stafford, in your parish, and that you have these moneys before our said court, to render to the said Jeanetta Kirkland for the judgment aforesaid, in seventy days from the date hereof, together with this writ. Witness the honorable Henry Roger, Judge of the said court, this 25th day of August, in the year of our Lord one thousand eight hundred and forty-one.

C. V. LEDOUX,
Clerk.

Sheriff's Return.

Received, Tuesday, August 24th, 1841, and on the same day, month and year, duly executed this writ of *Fieri Facias*, by seizing all the right title and—of the defendant, Josiah S. Stafford, and to the following property, to wit: sixty head of horses and mules, one hundred head of horned cattle, nine yoke of oxen, one hundred and eighty head of hogs, twenty head of sheep, two wagons, one ox cart, one buggy, thirty ploughs, one set of blacksmith's tools, six thousand barrels of corn, the gathered and ungathered crop of cotton, one barouche, the household and kitchen furniture; and did, on the eighth of September, A. D. 1841, advertise same to be sold, at the plantation of the defendant, J. S. Stafford, on Bayou Bœuf, about thirty miles from the town of Alexandria, in the parish of Rapides, on Saturday the ninth of October, A. D. 1841, between the hours prescribed by—for cash, with the benefit of appraisement, and on the 9th, as above-mentioned, did have the above property appraised by William H. Cureton and Hugh Carlin, two freeholders duly sworn, when they appraised the same at sixteen thousand six hundred and forty-five dollars. And did, after the appraisement, on the said 9th day of October, A. D. 1841, offer same for sale, when Jeanetta Kirkland bid the sum of eleven thousand ninety-six dollars seventy-seven cents, which being two thirds of the appraisement the same was adjudged to her, and she, being the suing creditor, the amount of her bid is placed as a credit upon this writ of *fieri facias*, and the same is returned accordingly this 12th day of October, A. D. 1841.

J. M. WELLS, *Sh'ff.*

Copy of Judgment.

THE STATE OF LOUISIANA,
District Court, Parish of Rapides.

I hereby certify that on the 7th day of June, 1841, judgment was rendered in this court, in the suit of Jeanetta Kirkland, wife of J. S. Stafford, vs. Her Husband, in the words and figures following, to wit: Jeanetta Kirkland, wife of J. S. Stafford, vs. Her Husband, J. S. Stafford. In the District Court, parish of Rapides, May term, 1841. By reason of the law and the evidence in this case being in favor of the plaintiff, her demand and the embarrassed situation of her husband's affairs being fully proven, it is ordered, adjudged and decreed, that she be separated in property from the defendant, her said husband, and that she be authorized to administer her property as a feme sole; and it is further ordered, adjudged, and decreed that the plaintiff, Jeanetta Kirkland, wife of J. S. Stafford, do recover from the defendant, J. S. Stafford, the sum of sixty-six thousand and seventy-six dollars and sixty-seven and a half cents, with judicial interest from the 19th day of March, 1840, the day of judicial demand, the said sum being the amount of her paraphernal funds re-

ceived and used by her said husband, with the benefit of mortgage on all the real estate and slaves owned by the said Stafford upon the 6th day of March, 1835 (eighteen hundred and thirty-five), for the sum of fifteen hundred dollars, and upon all the real estate and slaves owned by the said Stafford on the 5th day of May, 1836, for the sum of seven thousand four hundred and forty dollars, and upon all the real estate and slaves owned by the said Stafford on the 18th day of July, 1836, for the sum of thirty-five thousand five hundred and twenty-three dollars and sixty-six cents, and upon all the real estate and slaves owned by the said Stafford on the 2d day of November, 1838, for the sum of twenty-two thousand six hundred and thirteen dollars and forty-one and a half cents, and it is further ordered, adjudged, and decreed, that she do recover the costs of this suit, to be taxed. Done and signed in open court this 7th day of June, 1841.

H. BOYCE,
Judge of the Sixth District.

In testimony whereof, I have hereunto set my hand, and affixed the seal of the said court, at the town of Alexandria, on this 16th day of September, in the year of our Lord one thousand eight hundred and forty-five, and in the sixty-ninth year of the Independence of the United States.

[SEAL.] M. R. ARIAIL,
D'y Clerk.

Transfer.

(Endorsed on copy of judgment.)

For a valuable and adequate consideration, I, the undersigned, with the assistance and authorization of my husband, J. S. Stafford, as is manifested by his signature hereto, do, by these presents, bargain, assign, transfer, and deliver unto William M. Stafford, the within judgment, with a subrogation to all its rights of mortgage and privilege, September 18th, 1844.

J. STAFFORD,
J. S. STAFFORD.

Filed, September 23, 1844.
M. R. AIRAIL,
D'y Clerk.

CLERK'S OFFICE,
District Court, Parish of Rapides.

I certify the foregoing to be a true and perfect copy of the record and pleadings of the suit, entitled Jeanetta Kirkland, wife of J. S. Stafford, vs. Her Husband, existing and on file in this office.

Given under my hand and the seal of the said court, at Alexandria, the 13th day of November, 1848.

[SEAL.] JOSIAH HALE,
Clerk.

I hereby certify that Josiah Hale is clerk of the District Court of the Parish of Rapides, State of Louisiana, formerly constituting a part of the sixth judicial district, now thirteenth judicial District Court, and that his attestation is in due form of law.

Done and signed at Chambers at Alexandria, La., this 13th November, 1848.

RALPH CUSHMAN,
Judge 13th District Court, La.

UNITED STATES OF AMERICA,
State of Louisiana.

By Isaac Johnson, Governor of the State of Louisiana.

These are to certify that Ralph Cushman, whose name is subscribed to the instrument of writing herein annexed, is now and was at the time of his signing the same judge of the thirteenth judicial district of Louisiana, of which the Parish of Rapides constitutes a part; and that his foregoing attestation is in due form and by the proper officer.

Given at New Orleans, under my hand and the seal of the State, this 18th day of November, one thousand eight hundred and forty-eight, and of the independence of the United States the seventy-third.

By the Governor,

[SEAL.] ISAAC JOHNSON.

CHARLES GAYARRE,
Secretary of State.

Which said transcript was endorsed as follows, to wit:

Filed, June 4th, 1849.

JAMES LOVE,
Clerk.

Rejected as evidence.

JAMES LOVE,
Clerk.

But the said defendants, by their said counsel, having objected to the reading of the said transcript in evidence, the court, upon argument and due consideration of such objection, refused to allow the said transcript to be read in evidence by the said complainants, and the same was therefore excluded.

Afterwards, to wit, on the second day of July, in the said year, the hearing of the said cause being continued thereto, the complainants, by their counsel aforesaid, read in evidence a certified transcript of the record of a suit between Jeanetta Kirkland, wife of J. S. Stafford, plaintiff, against the Union Bank of Louisiana and the sheriff of the Parish of Rapides, which with the certificates thereto annexed is in the words following, to wit:—

Petition.

To the Honorable Henry Boyce, Judge of the sixth District Court, Parish of Rapides.

The petition of Jeanetta Kirkland, wife of Josiah Seth Stafford, both resident citizens of said parish, with respect sheweth to your honor that on the 19th of March, 1840, she brought suit in your honorable court against her said husband for a separation of property for the sum of ($65,576 07½) sixty-five thousand five hundred and seventy-six dollars seven and a half cents, for the return of her paraphernal property and rights received, used, and conveyed by him for his own use. She further shows that said suit was brought in consequence of the embarrassed condition of her husband's affairs and the certainty that her legal rights were in jeopardy, all which causes still exist; numerous judgments and orders of seizure of an inferior degree threatening to swallow up and destroy his whole estate. Your petitioner further represents that at the last term of your honorable court, the Union Bank of Louisiana filed a petition of opposition or intervention in the said suit between her and her said husband, claiming to be creditor to the amount of forty-five thousand dollars, and praying that the respective rank, claim, and privilege of the bank and your petitioner on her said husband's property, fixed and established in said suit by a decree of your honorable court, which suit and opposition is still pending and undetermined in said court. Your petitioner further represents that notwithstanding this state of the controversy between her and her husband and the bank, that it has in Chambers obtained an order of seizure on its claim against her husband and her on a mortgage executed by Stephen E. Cuny, representing himself as the attorney in fact of your petition—and her husband, and has caused James Madison Wells, the sheriff, to seize the land and slaves purporting to be mortgaged, and has advertised the same for sale. Your petitioner further states that the property seized belongs to the community which exists between her and her said husband, with the exception of Harriet, Amy, Isaac, Bob, Ben, Jacob, Manerva, Julian, Claborne, Melissa, which is the individual paraphernal property of your petitioner. She further states that the entire claim of the bank as relates to her is illegal, and that all of the proceeding in relation to her husband and herself are illegal and oppressive, being a joint and not a several claim, consequently can only ope-

rate as a mortgage ag't said Josiah, *one half when it is issued* for the whole. She further states that the claim itself is illegal and unjust, she being at the time of the execution of the bond and mortgage and for a long time thereafter a minor, incapable of binding herself or of authorizing any one else to do so. She further states that if she had have been a major at the time making the power of attorney to Cuny, that she would not have been bound by it, she being a married woman could to enter into no engagements, confer no powers, nor release any of her rights without being made acquainted by the notary with the nature and extent of her rights and privileges, and without after having been made acquainted with the same having expressly and formally released them, none of which was done, but what what she did do being done in total ignorance of her rights. Your petitioner further represents that her rights and privile*d*ges are jeopardized by the seizure of the bank, and will be materially injured, if not destroyed, by the sale of the slaves, as the purchaser will have the right of removing them beyond the jurisdiction of the court and out of the limits of the United States before she can judicially exercise he lien on them, owing to the delay occasioned *occasioned* by the interpleader and opposition of the bank; and she further avers that then and perhaps sooner she will not be able to find property out of which to satisfy her claims; she is certain that there will not be if the claim of the bank is held to have precedence of her for any part of it. Your petitioner prays that this suit may be cumulated with that of hers already pending in your honorable court, and in which the bank has intervened as before stated, a certified copy of which suit with the interpleader is hereto annexed, and the petition therein made part of this petition, the more fully to show and explain the nature and extent of her rights. She further states that her said husband received from Martin Jett on the eleventh day of March, 1835, the sum of twelve hundred and fifty-five dollars, being part of her paraphernal property acquired by inheritance from the succession of her aunt, Mrs. Tabetha Jett.

The husband of your petitioner, being connected with this suit, she prays that your honor will make an order authorizing the institution of the same, and the premises considered, she prays your honor to grant her an injunction, enjoining the said bank and sheriff from proceedings of said order of seizure, until the matters herein complained of can be finally heard and determined in your honorable court, and that then that your honorable court will finally perpetuate the same. She further prays that citation may issue, and that she may have such other relief extended to her in the premises as will be legal and just.

THOMAS & STAFFORD,
Attorneys.

3327

Affidavit.

This day came before me, David M. Calleham, an acting justice of the peace in and for the Parish of Rapides, Jeanetta Kirkland, wife of Josiah S. Stafford, who made oath that the facts stated in the foregoing petition of her own knowledge are true, and that those not of her own knowledge she believes to be true.

JEANETTA STAFFORD.

Sworn and subscribed to before me, the 10th day of August, 1840.

D. M. CALLIHAM, *J. Peace.*

Filed, August 17th, 1840.

C. V. LEDOUX,
Clerk.

Copy of Petition—(made a part of Petition).

To the honorable the judge of the sixth judicial District Court, Parish of Rapides.

The petition of Jeanetta Kirkland, wife of Josiah S. Stafford, both citizens of the said parish, with respect, represents to your honor that on or about the day of in the year in the said parish, she intermarried with her said husband, she then being a minor; she further states that at the time of the marriage, that she was the owner of a large estate in said parish, partly acquired by inheritance from her deceased father, Edward Kirkland, and partly from her deceased mother, Celeste Rogers, widow of her father, and partly by inheritance from her deceased father and mother; she further states that her property consisted principally of slaves and land, acquired by inheritance from her father, she being his only child and heir, and partly of money and credits acquired by inheritance from her mother and her father and mother jointly, with her brother and sister, co-heirs of her mother; she further states that of the property acquired from her father that a tract of land situated on the right bank of Red River, below Alexandria, was, at the sale of his succession, on the 5th of May, 1836, sold to H. S. Sprigg for the sum of seven thousand four hundred and forty dollars, or thereabouts, in cash, which money was received by her said husband, and appropriated to his own use. She further states that on the 16th day of July, 1836, that a provisional partition was made between the co-heirs of her mother, by which the sum of thirty-five thousand five hundred and twenty-three dollars and sixty-six cents, or thereabouts, was set apart to each heir, and that on the first and second of November, 1838, that a final partition was made among said heirs, by which the portion of your petitioner, the succession, was ascertained to be the sum of fifty-eight thousand one hundred and thirty-six dollars seven and half cents, or thereabouts, which sum your petitioner's husband received from her co-heirs, on final partition, as

aforesaid, and applied to his own use, making, together with the sum received from Sprigg on the sale of her land, a total amount of sixty-five thousand five hundred and seventy-six dollars seven and a half cents, or thereabouts, which her husband has received of her paraphernal property and money, and appropriated at his pleasure and to his own use, and for the return of which your petitioner has by law a lien, mortgage or privilege, on all the real and personal estate of her husband, in preference to subsequent creditors and claimants, more particularly on the following-described lands, slaves, and personal property, to wit: on the tract of land on which her said husband now resides, and being the same which formerly belonged to the estate of his father, and which he bought of Mrs. Stafford, who purchased the same at the sale of the succession of her deceased husband, together with the back lands adjoining and contiguous thereto, which has been entered by the said Josiah S. Stafford; on the following slaves to wit: Lewis, Sam, George, Charity, Willis, Sam, Phillip, Alfred, George Lee, Louis Shelf, Henry, Charles, Jack, Hortense, Nanette, Mary Ann, Frank, Alonzo, Mariah, Louisa, Ned, Charlotte, Dick, Susan, Edmund, Vicy, Alfred, Elias, Nicholas, Jerry, Mariah, Manerva, Louisa, Eliza, Martha, Henry, Cyntha, Mary, Fanny, Solomon, Richard, Amanda, Cloe, Ben, Minta, Charlotte, Martha, Tom, William, America, Rachel, Joshua, Dublin, Ben, Jim, Peter, Barton, Pleasant, Sam, Harrell, Phillip, Eddy, Horace, Charlotte, Bedford, Paul, Mary, Ben, Clarissa, Elvira, Stephen, Lewis, and Bob, Esther, Nancy, William, Bob, Austin, Celeste, Jacob, Perry, Taddy, Willis, Blaze, Mariah, Sarah Pearce, Jim, Juliet, May, Andrew, Sophia, Louisa, Venus, Mary Rogers, and about two hundred head of horned cattle, sixty-five mules and horses, fifty sheep, and three hundred head of hogs; on the plantation adjoining Cheneyville, where the said Josiah S. Stafford resides; on the crops of cotton and corn, which is unsold, and on all the farming tools, utensils, carts, wagons, &c., and on the household and kitchen and other personal property in his possession. Your petitioner further states that her said husband is in very embarrassed circumstances, and that she has just reason to apprehend that her rights and property, in his hands, are greatly jeopardized; she further states that judgments to a large amount have already been obtained against him, and that sundry suits are now pending for further, and that his whole property is not sufficient to pay the special liens and mortgages against him, and to pay and to satisfy the just demand of your petitioner for a return of her paraphernal property, appropriated and used by him. Wherefore your petitioner prays that her said husband may be cited to answer hereto, that a separation of property be decreed between them, that she have judgment against him for said sum of sixty-five thousand five hundred and seventy-six dollars seven and a half cents, with interest and costs, and that she be secured in lien, privilege, or mortgage, for the payment of the same, on the aforesaid real estate, slaves and personal property, and on any other estate or personal

property which he may have, and that she have such other and further relief as will be legal and just. She further prays her said husband and his creditors may be enjoined from removing or selling any portion of said personal property on which she has a prior lien.

WM. M. STAFFORD,
Attorney.

Before me, Robert L. Tanner, an acting Justice of the Peace, in and for the Parish of Rapides, came Mrs. Jeanetta Stafford, who made oath that the facts set forth in the foregoing petition of her own knowledge are true, and *and* those not of her own knowledge, that she believes to be true.

(Signed) JEANETTA STAFFORD.

Sworn and subscribed before me, this 18th March, 1840.

(Signed) ROBERT L. TANNER, *J. P.*

I certify the foregoing to be a true copy of the original petition filed in my office Nov. 19th, 1840.

In testimony whereof, I have hereunto subscribed my [SEAL.] name, and affixed the seal of court, this 14th of August, 1840.

C. V. LEDOUX,
Clerk.

Copy of Petition of Intervention.
(*Part of Petition.*)

To the Honorable the Judge of the 6th District Court, Parish of Rapides.

The petition of the President, Directors and Company of the Union Bank of Louisiana, located in the city of New Orleans, with respect represents to your that Jeanetta Kirkland, wife of Josiah Seth Stafford (both residents in the said parish), has instituted a suit in your honorable court against her said husband, for the recovery of a large amount of money alleged to be due to her, for the return of her paraphernal effects, received and used by him, and for a separation of property, and claims the benefit of privilege and mortgage on all the property real of her said husband, for the payment of the same, with interest and costs. She further states as an inducement to her action, that her husband is in embarrassed circumstances, having many judgments against him, and sundry suits pending, and that she is in jeopardy of losing her rights as claimed by her. Your petitioner further alleges that the Union Bank of Louisiana, of which they are the President, Directors and Company, on the day of in the year 1837, made a loan to said Stafford and his said wife of the sum of forty-five thousand dollars, and received the payment thereof by bond and mortgage, bearing same

date therewith, and which mortgage is duly of record in the office of the Parish Judge of said Parish, copy whereof is hereto annexed. Your petitioners further state that said mortgage operates on a very large portion of the property on which the said Jeanetta pretends a right to exercise her lien, for a particular description of which the mortgage is referred to; your petitioners further represent that the claims of the said Jeanetta is unjust and unfounded, that she is assisting and attempting to maintain it is in fraudulent collusion with her said husband to defeat the just and honorable claims of creditors; that if she has any legal rights, they are greatly exaggerated, and not entitled to the rank, privilege, and priority of payment claimed, and that unless the creditors are permitted to intervene in said suit, to settle and adjust their relative rights with the claimant, that the said Stafford will voluntarily and by collusion let judgment go against him for whatever amount his said wife may think proper to claim, with such rank, date, and privilege attached thereto as will cut off other claims, leaving his numerous creditors remediless. Your petitioners further state that *that* it is pretended by the said Jeanetta that at the time she signed the bond and mortgage to the said bank that she was a minor, and is not bound by them: your petitioners allege that if she was a minor at the time of the execution of said bond and mortgage, that it does not follow that she is not bound thereby, because the said bond was made, first, to pay a mortgage debt due to Maurice Cannon, which she was authorized to execute by the advice of a family meeting; and, secondly, to pay a debt to Burk, Watt & Co., due by the estate of Leroy Stafford, deceased, and which payment was vested in the purchase made by the said Josiah, and on which she now in part claims to exercise a lien. Your petitioners further state that the creditors have a right to require the said Jeanetta, if she has any lien, to exercise it, first, in exhausting the personal property of her said husband, and secondly, that on which their claim may not specially operate, before she can interfere with their special claims.

The premises considered, your petitioners pray that they may be permitted to intervene, in the suit, between said Jeanetta and her husband. That the said Jennetta and her husband be cited to answer hereto, that the relative demands, rights, claims, and liabilities of the parties be fixed by a decree of your honorable court, and that such other judgment, decree, and orders may taken and had therein as will be legal and just.

THOMAS & OGDEN, *Att'y.*

I certify the foregoing to be a true copy of the original petition filed in my office, the 7th May, 1840. In testimony whereof, I have hereunto subscribed my name, and affixed the seal of court, the 14th day of August, 1840.

C. V. LEDOUX, *Cl'k.*

3929

Citation.

JEANETTA KIRKLAND, WIFE OF J. S. STAFFORD,
vs.
UNION BANK OF LOUISIANA.

STATE OF LOUISIANA,
6th District Court, Porish of Rapides.

To the President, Directors and Co. of the Union Bank of Louisiana, of the parish of Rapides. You are hereby summoned to attend at the clerk's office, in the town of Alexandria, and comply with the prayer of the annexed petition, or file your answer thereto in writing in the office of the clerk of the sixth District Court, in and for the parish of Rapides, on the fourth Monday, November next, if thirteen days shall remain between the time of the service hereof and the said fourth Monday, November next, but if so many days shall not remain, then in thirteen days after the service hereof.

Witness the Honorable Henry Boyce, Judge of said court, this 20th day of August, 1840.

C. V. LEDOUX, *Clerk.*

Service.

Rec'd, Friday, August 21st, 1840, and *and* on Wednesday, August 26th, 1840, duly served a person (O. U. Ogden, the att'y of the Union Bank of Louisiana) with a copy of this citation and petition annexed.

J. M. WELLS, *Sh'ff.*

Injunction Bond.

Know all men by these presents that we, Jeanetta Kirkland, as principal, and Isaac Thomas, as security, are held and firmly bound unto the President, Directors and Company of the Union Bank of Louisiana, their heirs and legal representatives, in the full sum of forty-five thousand dollars, and for the payment of which we bind ourselves, our heirs, and legal representatives, firmly by these presents, dated at Alexandria this 17th day of August, 1840.

The condition of the above obligation is such that, whereas, the said Jeanetta Kirkland has filed her petition in the office of the clerk of the Sixth District Court, in and for the Parish of Rapides, praying an injunction against the proceedings of the said President, Directors and Company of the Union Bank of Louisiana, viz: enjoining the proceedings and writ of seizure and sale in favor of said President, Directors and Company, and sale of all the property therein specified (said writ dated the 29th July, 1840) and seized by the sheriff of the Parish of Rapides. Now, if the said Jeanetta Kirkland shall well and truly pay all such damages as the said President, Directors and Company of the Union Bank of Louisiana

may or shall sustain in case it shall appear that the said injunction was wrongfully sued out, then this obligation to be null and void, otherwise to remain in full force, virtue and effect.

JEANETTA STAFFORD.
I. THOMAS.

Filed August 17th, 1840.

C. V. LEDOUX,
Clerk.

Writ of Injunction.

The State of Louisiana to the President, Directors and Company of the Union Bank of Louisiana, and James M. Wells, sheriff of the Parish of Rapides. Greeting:

Whereas, Jeanetta Kirkland, wife of Josiah Seth Stafford, has exhibited to the Hon. Henry Boyce, Judge of the 6th Judicial District Court, parish of Rapides, her petition in writing, praying injunction to issue against a certain writ of seizure and sale issued against Josiah S. Stafford and wife, in favor of the said President, Directors and Company of the Union Bank of Louisiana against the following-described property, to wit: a certain tract or parcel of land, situated in the parish of Rapides, on the right bank of Bayou Bœuff descending, bounded above by lands now owned by Mrs. Stafford, widow of Leroy Stafford, and below by the town of Cheneyville, being the cotton plantation purchased by the said Josiah S. Stafford from Mrs. Elizabeth Stafford, by deed of record, in the office of the Parish Judge of Rapides, and containing the quantity of nine hundred and twenty-six acres; also another tract of land, situated in the rear of and adjoining that above mentioned, and being section number twelve, in township number one, south of range number one, containing the quantity of four hundred and forty $\frac{31}{100}$ acres; also one other tract of land adjoining that last mentioned, being the east half of the south-west quarter and east half of section number thirteen, in township number one, south of range number one east, containing the quantity of three hundred and thirty-eight $\frac{5}{100}$ acres, both said tracts last mentioned being purchased by said Stafford from the Government of the United States; also one other tract or parcel of land, being east and west, half of *of* the south-east quarter of section number one, in township number one, south of range number one east, containing the quantity of one hundred and twenty-one $\frac{24}{100}$ acres, being the same tract purchased by the said Stafford from John M. Jewell, by an act executed before the parish judge of the parish of St. Landry, together with all the buildings and improvements which exist upon the said tracts of land; implements of husbandry, horses, cattle, or all things thereto belonging, or in anywise appertaining; also the following-named and described slaves, to wit: Little Ben, aged about 20 years; William, about 11; Friday, about 24; Bob Davenport,

about 21; Sam McClure, about 28; Peter, about 26; Louis Blacksmith, about 29; Paul, about 36; Jacob about 42; Jacob, about 57; Alonzo, about 26; Perry, about 16; Sam Rogers, about 52; Little Sam, 12; Jim, about 16; Pierce, about 18; Stephen, about 17; Austin, about 17; Little Louis, about 16; George Lee, about 20; Edward Bell, 28; Willis, 24; Levi, 17; Ben McClure, 17; Britton, 23; Frank, 19; Zachariah Carpenter, 31; Ned, 16; Phillip, 35; Jerry, 50; Blaze, 50; Alfred, 17; Albert, 15; Wallace, 17; Henry, 30; Lewis Rogers, 35; Tom, 17; George, 13; Dublin, 28; Maria, 35, and her two children, Louisa and Eliza; Cloe, 25; Charlotte, 7, and Patsy, 5 years; Big Jane, 27; and her three children, Margaret 10, Manuel 8, and Washington 2 years; Fanny, 36; and her child Amanda, 4 years; Harel, 24; her child Philip, 11; Vicey, 26, and her two children, Peggy 6, and John Dixon 1 year; Henny 19, and her child Charles, 9 months; Clarissa, 21; Any 19, and her child Aaron, 8 months; Jane, 18, and her child Harriet, 6 months old; Jenny 50; Charlotte, 17; Mary, 31, and her two children, Juliet, 10, and Mary 3; Hortense, 27, and her two children, Nanette, 11, and Mary Ann, 5; Caroline, 20; Mary Haie, 18; Big Mary, 36; Sally, 16; Pleasant, 16; Violet, 17; Hester, 34; Big Charlotte, 39; America, 31; Elvira, 18; Minerva, 16; Cynthia, 38; Minty, 15; Judy, 22, and her two children, Maria, 3 years, and Tom, 9 months; Maria Johnson, 19, and her child Lavinia, 7 months; Daphne, 18, and her child Simon, 6 months; Charity, 40; Venus, 17; Louisa, 15; Sarah, 12; Benc, 30; Bob, 21; Dick, 17; Nancy, 15; Benk, 15; Solomon, 10; Richard, 8; being one hundred and two in number, upon which the said Jeanetta Kirkland claims a privilege for the restitution of her paraphernal effects, and has obtained from the judge of the court aforesaid an order of injunction against said President, Directors and Company of the Union Bank of Louisiana, and the said sheriff, inhibiting them from all proceedings against the above-described property. Now, therefore, you are hereby commanded, and strictly enjoined, absolutely to desist and stay all further proceedings in the premises, until the further order of the court. By order of the Hon. Henry Boyce, judge of the said court.

C. V. LEDOUX,
Clerk.

This 17th August, 1840.

Service.

Received, Friday, 21st August, 1840; and on Wednesday, August 26th, 1840, duly served O. W. Ogden, Att'y for the Union Bank of Louisiana, with a copy of this writ of injunction, in person.

J. M. WELLS,
Sheriff.

Extract from the Minutes.

Wednesday, November 25th, 1840.

Jeanetta Kirkland, wife of J. S. Stafford, vs. Union Bank and Sheriff. Motion filed to dissolve injunction.

Motion to Dissolve.

J. S. Stafford and Wife vs. 1057. Union Bank and the Sheriff. } Sixth District Court, Rapides, Nov. 1840.

The Union Bank by its counsel moves the court in this case for a dissolution of the injunction. 1st. Upon the grounds that the amount of the bond is clearly insufficient to cover the damage and loss they shall suffer in this case. 2d. The bond already given is clearly insufficient, inasmuch as the pl'ff Mrs. Stafford, alias Jeanetta Kirkland, has signed the same without the concurrence or authority of her husband J. S. Stafford.

ELGEE and OGDEN,
Attorneys.

Filed Nov. 25th, 1840.

C. V. LEDOUX,
Clerk.

Order of Continuance.

Wednesday morning, December 1st, 1841.

J. Kirkland, wife of J. S. Stafford, vs. Union Bank and Sh'ff. Continued.

Extract from the Minutes.

Friday, December 9th, 1842.

1057. J. Kirkland, wife of J. S. Stafford, vs. Union Bank and She'ff. Dismissed at plff's costs.

Judgment.

Dismissed at plaintiff's costs. Done in open court the 4th day of January, 1843.

J. G. CAMPBELL,
Judge 10th District.

Filed January 4th, 1843.

M. R. ARIAIL,
Deputy Clerk.

Clerk's Office,
District Court, Parish of Rapides.

I certify the foregoing fifteen pages to contain a true and perfect copy of all the proceedings had and of all the documents filed in

this office, in the suit entitled Jeanetta Kirkland, wife of Josiah S. Stafford, vs. the Union Bank of Louisiana and Sh'ff, No. 1057 of the docket.

Given under my hand and seal of said court, at Alexandria, the 17th day of January, A. D. 1849.

[SEAL.] JOSIAH HALE,
Clerk.

I, Ralph Cushman, sole and presiding judge of the 13th (formerly 6th) judicial district of the State of Louisiana, in and for the Parish of Rapides, do hereby certify that Josiah Hale, whose signature is attached to the foregoing certificate, is and was at the time of signing the same clerk of the District Court in and for the Parish of Rapides, duly commissioned and qualified, and that his certificate aforesaid is in due form.

Given under my hand at Alexandria, the 19th of January, 1849.

RALPH CUSHMAN,
Judge 13th District.

Afterwards, to wit, on the said day and year, the complainants, by their counsel aforesaid, read in evidence a certified copy of the mortgage executed by the said defendants in favor of the said plaintiffs, which with the certificates thereto annexed is in the words following, to wit:

Copy of Mortgage.

Before me, George Richard Waters, parish judge and ex-officio notary public in and for the Parish of Rapides, State of Louisiana, and in presence of the undersigned assisting witnesses, personally came and appeared Josiah Seth Stafford, a resident of the parish and State aforesaid, and Mistress Jeanetta Kirkland, his wife, the said Jeanetta Kirkland being of the age of majority, and by her said husband duly authorized, who declared that Stephen Edmund Cuny, of the said Parish of Rapides, their true and lawful agent and attorney in fact, duly constituted and appointed by them by an act passed before Augustus L. Bringhurst, a notary public in and for the Parish of Rapides on the eighth day of April, eighteen hundred and thirty-seven, do for them and in their names and in virtue of the special authorization contained in the power of attorney above referred to, grant and execute a mortgage in favor of the Union Bank of Louisiana, a corporation created by law and established in the city of New Orleans for the purpose of securing the payment of the sum of forty-five thousand dollars, being the amount of a loan of money made to them by the said bank, and for which said sum their said attorney in fact, Stephen E. Cuny, did in their joint names sign an obligation in favor of said bank, dated the 6th day of June, eighteen hundred and thirty-seven, payable at

the banking-house of said institution in New Orleans, on the second day of June, eighteen hundred and thirty-eight, fixed; and that the said obligation was countersigned by Adolph Mazureau, a notary public of the city of New Orleans, for the purpose of identification with the act of mortgage made in his office on the sixth day of June, eighteen hundred and thirty-seven. The said Josiah Seth Stafford and Jeanetta Kirkland, his wife, further declared that the said mortgage was granted on the following-described property. First. A certain tract or parcel of land situated in the said Parish of Rapides, on the right bank of Bayou Bœuff descending; bounded above by land now owned by Mrs. Stafford, widow of Leroy Stafford, and below by the town of Cheneyville, being the cotton plantation purchased by the said Josiah Seth Stafford from Mrs. Elizabeth S. Stafford by deed of record, in the office of the parish judge of Rapides, and containing the quantity of nine hundred and twenty-six acres. Also another tract of land situated in the rear of and adjoining that above described, being the section number twelve in township number one, south of range number one east, containing the quantity of five hundred and forty-one $\frac{30}{100}$ (thirty hundredths acres). Also one other tract of land adjoining that last described, being the east half of the south-west quarter and east half of section number thirteen in township number one, south of range number one, containing the quantity of three hundred and thirty-eight $\frac{05}{100}$ (five hundredths) acres, both said tracts being purchased by the said Stafford from the government of the United States.

Also one other tract or parcel of land, being the east and west half of the south-east quarter of section number one in township number one, south of range number one east, containing the quantity of one hundred and one $\frac{24}{100}$ (twenty-four hundredths) acres; being the same land purchased by the said Stafford, from John M. Jewell, by an act executed before the parish judge of the parish of St. Landry; together with all the buildings and improvements which exist upon the said tracts of lands, implements of husbandry, horses, cattle, and all things thereto belonging or in anywise appertaining. Second. The following named and described slaves, viz: Little Ben, aged about 20 years; William, about ; Friday, about 24; Bob Davenport, about 21; Sam M'Clure, about 28; Peter, about 33; Lewis (Blacksmith), about 29; Paul, about 36; Jacob, about 40; Jack, about 37; Alonzo, about 26; Perry, about 16; Sam Rogers, about 32; Little Sam, about 17; Jim, about 16; Pierre, about 18; Stephen, about 17; Austin, about 18; Little Lewis, about 16; George Lee, about 20; Edmund Bell, about 28; Willis, about 24; Levi, about 17; Ben McClure, about 14; Britton, about 23; Frank, about 19; Zachariah Carpenter, about 31; Ned, about 16; Philip, about 55; Jerry, about 50; Blaize, about 50; Alfred, about 17; Albert, about 15; Wallace, about 17; Henry, about 30; Lewis Rogers, about 35; Tom, about 17; George, about 13; Dublin, about 28; Maria, about 35, and her two children, Louisa and Eliza; Cloe, about 25; Char-

lotte, about 7; and Palsey about 5 years; Fanny, about 36, and her child Amanda, about 4 years; Big Jane, aged 37; her three children, Margaret 10, Manuel 8, and Washington 2 years; Old Harriet, about 24, her child Philip, about 11; Vicey, about 26, and her two children, Peggy 6, and John Dixon 1 year old; Henry, about 19, and her child Charles, 9 months old; Clarissa, aged 21; Amy, about 19, and her child Aaron, 8 months old; Jane, aged 18, and her child Harriet, 6 months; Jenny, 50 years; Charlotte, about 17; Mary, about 31, and her two children, Juliet, about 10, and Mary 3 years; Hortense, 27 years, and her two children, Nannette 11, and Mary Ann, 5 years; Caroline, about 20; Mary Haie, 18; Big Mary, about 36; Sally, about 16; Pleasant, about 16; Violet, about 17; Hester, about 34; Big Charlotte, about 29; America, about 21; Elvira, about 18; Minerva, about 61; Cynthia, about 38; Minty, about 15 years; Judy, about 22, and her two children, Maria, 3 years, and Tom about nine months; Maria Johnson, about 19 years; her child Lavina, about 7 months; Daphne, about 18; her child Lemos, about 6 months; Charity, about 40; Venus, about 17; Louisa, about 15; Sarah, about 12; Benc, about 15; Bob, about 21; Dick, 17; Nancy, about 15; Benk, about 15; Solomon, about 10, and Richard about 8; being in number one hundred and two, all slaves for life, and employed on the aforesaid plantation, together with all the increase of said slaves during the continuance of said mortgage. The said Jeanetta Kirkland, wife of the said Josiah S. Stafford, and by him duly aided and authorized, declared that when the power of attorney which she gave the said Stephen E. Cuny was executed, and also at the time the above-recited mortgage in favor of the said Union Bank of Louisiana was made and subscribed in their names, by said Cuny, in virtue of and in accordance with the said power of attorney, she, the said Jeanetta Kirkland, one of the constituents named in said instrument of procuration, and whose signature was there so affixed, had not yet attained the age of majority, a fact of which the said Union Bank of Louisiana was then totally unaware, and that since that period the said deed of mortgage, and the obligation for forty-five thousand dollars subscribed by the said Cuny, in her name, and that of her husband, have been a subject of difference and controversy between the said bank on one side, and herself and the said Josiah S. Stafford, her husband, on the other side. The said Union Bank of Louisiana claiming the payment and reimbursement of a loan of forty-five thousand dollars made *bona fide*, and they refusing to make said payment and reimbursement on the ground that said mortgage and obligation were vitiated by the fact that the power of attorney under which the same had been executed was the act of a minor who had not the capacity to act. The said Jeanetta Kirkland further declared that with a view to pay the said sum of forty-five thousand dollars to the said Union Bank of Louisiana, she (Jeanetta Kirkland) has offered to enter into such arrangements as may hereafter secure the payment of said sum of money to said institution, and at the same

time enable them, the said Jeanetta Kirkland and Josiah S. Stafford, to pay the same gradually and without difficulty, notwithstanding the present condition of affairs, and pecuniary embarrassements of the times. That accordingly certain arrangements have been agreed upon with the said Union Bank of Louisiana, by her friends on her behalf, and that it is her wish and intention to carry into effect the said arrangements, by means of this present act, which is to contain at full length the amount of her obligation, the mode and time of payment of the same, and the security given to cover and protect the full and punctual payment of such obligations and liabilities which she is about to contract and incur, as the whole will be hereinafter set forth. Now in consideration of the premises, the said Jeanetta Kirkland, wishing to give some security to the said Union Bank of Louisiana for the payment of a sum of money which she acknowledges to have been loaned by the said institution to her said husband and herself, for the purpose of assisting them in their pecuniary matters and transactions, and for the particular purpose of paying a large amount of debts by herself due, and being desirous to carry into effect the arrangements recently agreed upon by her friends on her behalf as hereinbefore set forth, does hereby acknowledge herself indebted jointly and *in solido* with her said husband, Josiah S. Stafford, in favor of the said Union Bank of Louisiana, in the sum of thirty thousand dollars, she, the said Jeanetta Kirkland, consenting to be liable for the payment of the obligation which the said Stephen E. Cuny executed in her name, and that of her said husband, only to the amount and extent of the said sum of thirty thousand dollars, which she obligates and binds herself by these presents jointly and severally with her said husband to pay to the said Union Bank of Louisiana, in the manner and at the time hereinafter set forth; and the said Jeanetta Kirkland, wife of the said Josiah S. Stafford, by him duly aided, authorized, declared that, whereas the act of mortgage subscribed in her name, and that of her said husband, by Stephen E. Cuny, to secure the sum of forty-five thousand dollars, was executed during her minority, and whereas she is willing, and it is her intention to cure and do away with any defect, vice, or informality which may exist in said mortgage, and which may thereby vitiate, impair, or put in jeopardy the right and claims, and privileges which the Union Bank of Louisiana expected to derive from said act of mortgage, in return, and as a just compensation for the amount of money which was by said institution loaned and advanced honestly and in good faith: Now, therefore, for the purpose of securing to the said Union Bank of Louisiana, the payment of the said sum of thirty thousand dollars, for which she has consented to be liable and become indebted, and also for the purpose of holding the said Union Bank of Louisiana harmless in consequence of the defect or vice hereinbefore pointed out as invalidating the mortgage above recited, she, the said Jeanetta Kirkland, wife of the said Josiah S. Stafford, having now attained the age of

majority, and avowing that she possesses the capacity to enter into any lawful contract or obligation with her said husband's consent and authorization, does by these presents of her own free will and accord, and without any compulsion or coercion of her said husband, not only approve, ratify and confirm, so far as the same may seem to secure the sum of thirty thousand dollars, the said mortgage passed before Adolphe Mazureau, notary public in the city of New Orleans, on the 6th day of June, 1837, in favor of the Union Bank of Louisiana, to secure the payment of forty-five thousand dollars, but she likewise binds herself by these presents, jointly and *in solido* with her said husband, in favor of the said Union Bank of Louisiana for the full and entire payment of the said sum of thirty thousand dollars, at the time and in the manner hereinafter set forth; then the said Union Bank of Louisiana shall be and is hereby fully authorized, for the purpose of recovering the said thirty thousand dollars, to seize the said mortgaged plantation and slaves, in whose hands soever the same may be found, and the same to cause to be sold according to law; and the said Josiah S. Stafford and his said wife, Jeanetta Kirkland, both declared that with a view to quiet the said Union Bank of Louisiana, and place her security for the said sum of thirty thousand dollars beyond dispute and out of the reach of any future controversy, disturbance, or litigation, they do hereby jointly and in solido confirm the said mortgage granted in their names by the said Stephen E. Cuny, on the sixth day of June, eighteen hundred and thirty-seven, as binding and obligatory upon them jointly and severally to the amount and extent of the said sum of thirty thousand dollars, and whereas it is their earnest wish to give full and positive assurance of their intentions to secure amply and satisfactorily the said sum of thirty thousand dollars, and to furnish proof of their disposition to pay said debt, they, the said Josiah S. Stafford and Jeanetta Kirkland, his wife, in addition to their above-expressed ratification of said original mortgage, do hereby jointly and severally mortgage and hypothecate in favor of the said Union Bank of Louisiana all the above-described lands and slaves, it being well understood that the mortgage of the sixth day of June, eighteen hundred and thirty-seven, granted by the said Stephen E. Cuny, and the present joint mortgage and obligation granted by themselves, to secure the said sum of thirty thousand dollars, shall be considered as one mortgage; that the said mortgage of the sixth of June, eighteen hundred and thirty-seven, shall remain in full force and effect until the said sum of thirty thousand dollars is paid, and that no clause or stipulation herein contained shall be construed as operating a novation of the said original debt. The said Josiah S. Stafford and Jeanetta Kirkland hereby bind themselves not to sell, alienate, mortgage, or deteriorate the property and slaves contained in this act as well as in the act of the sixth day of June eighteen hundred and thirty-seven, to the prejudice of this mortgage; and hereby confessing judgment for the said sum of thirty thousand dollars to be

paid as hereinafter stipulated according to the agreements upon which this act is based, the said Josiah S. Stafford and Jeanetta Kirkland, his wife, do hereby jointly and *in solido* bind and obligate themselves to pay the said sum of thirty thousand dollars, as follows, viz: From the first day of March eighteen hundred and forty-one up to the first day of March eighteen hundred and forty-four, they engage to pay annually and regularly the interest on said sum of thirty thousand dollars, at the rate of seven per cent. per annum. And from the first day of March eighteen hundred and forty-four up to the first March eighteen hundred and forty-four, up to the first March, eighteen hundred and fifty-one, they promise and obligate themselves jointly and severally to pay the said sum of thirty thousand dollars in eight annual instalments with the interest thereon in advance, as follows, viz: 1st. On the first of March, eighteen hundred and forty-four, they shall pay the sum of three thousand seven hundred and fifty dollars as the first instal*l*ment, together with the interest in advance on the remaining seven-eighths, or instal*l*ments, at the rate of seven per cent. per annum. 2d. On the first of March, eighteen hundred and forty-five, they shall pay the sum of three thousand seven hundred and fifty dollars as the second installment, together with the interest in advance on the remaining six installments at the said rate of seven per cent. 3d. On the first of March, eighteen hundred and forty-six, they shall pay the sum of three thousand seven hundred and fifty dollars as the third instal*l*ments, together with the interest in advance on the remaining five instal*l*ments, at the same rate of interest. 4th. On the first of March, eighteen hundred and forty-seven, they shall pay the sum of three thousand seven hundred and fifty dollars as the fourth instal*l*ments, together with the interest in advance on the remaining four instal*l*ments, at the same rate of interest. 5th. On the first of March, eighteen hundred and forty-eight, they shall pay the sum of three thousand seven hundred and fifty dollars as the fifth instal*l*ment, together with the interest in advance on the remaining three instal*l*ments, at the same rate of interest. 6th. On the first of March, eighteen hundred and forty-nine, they shall pay the sum of three thousand seven hundred and fifty dollars as the sixth instal*l*ment, together with the interest in advance on the remaining two instal*l*ments, at the same rate of interest. 7th. On the first of March, eighteen hundred and fifty, they shall pay the sum of three thousand seven hundred and fifty dollars, as the seventh instal*l*ment, together with the interest in advance on the remaining and last instal*l*ment, at the same rate of interest. 8th. On the first of March, eighteen hundred and fifty-one, they shall pay the sum of three thousand seven hundred and fifty dollars, as the eighth and last instal*l*ment.

It is understood and expressly agreed that the payment to be effected by the said Josiah S. Stafford and Jeanetta Kirkland, his wife, or either of them, by virtue of and in compliance with the

foregoing stipulations, shall be made at the banking-house of said Union Bank of Louisiana, in New Orleans; and it is further understood and agreed that the mere failure on the part of the present mortgagors to pay any or either of said instalments or any or either of the amounts of interests to be paid as aforesaid, shall be sufficient cause to foreclose the said mortgage and enforce the payment thereof by such legal process as the nature of the case shall or may require. And the said Josiah S. Stafford and Jeanetta Kirkland, his wife, acknowledging themselves satisfied with the terms and mode of payment above stipulated, have, for the purpose of more effectually carrying the same into effect, this day subscribed their joint obligation in favor of the said Union Bank of Louisiana, for the sum of thirty thousand dollars ($30,000), payable in the manner and corresponding with the terms and conditions hereinbefore expressed, which said obligation has been countersigned by the undersigned, in such manner as to make it appear that the same is identified as well with this act as with the mortgage of the sixth of June, eighteen hundred and thirty-seven.

And the parties hereto mutually agree that whereas the original obligation for forty-five thousand dollars is now acknowledged as valid, and contracted to be paid by the present mortgagers to the amount and extent of thirty thousand dollars only, and whereas the terms of payment are now different from what they were at first, and the present obligation substitued in its place, with this understanding, and express agreement and condition, that the payment of the present obligation for thirty thousand dollars is and remains secured by the clauses and stipulations of the said act of the sixth (6th) day of June, eighteen hundred and thirty-seven, which the said Josiah S. Staffrod and wife have confirmed and acknowledged to be valid for thirty thousand dollars, and also by the clauses and stipulations of this act. And the said Josiah S. Stafford, now acting and stipulating for himself and in his own individual name, declared that whereas, after deducting the said sum of thirty thousand dollars, which he and his said wife, Jeanetta Kirkland, have agreed to pay jointly and severally as herein above set forth, there remains due to the said Union Bank of Louisiana a sum of nineteen thousand nine hundred and ninety-five dollars and eighty-two cents, being the balance due on the original bond, signed in his name and that of his wife, by Stephen E. Cuny aforesaid, together with the arrears of interest calculated up to the first day of March eighteen hundred and forty-one, for which sum the said Union Bank of Louisiana has no security whatever, in consequence of the original mortgage and obligation aforesaid executed and signed in his name, and that of his wife by said Stephen E. Cuny for forty-five thousand dollars, being now by himself, and his said wife jointly admitted and declared to be valid only for the sum of thirty thousand dollars, and whereas, he is desirous as a man of honor to meet his engagements, and pay his just and lawful debts: Now therefore he, the said Josiah S. Stafford,

does by these presents acknowledge himself to be indebted to the said Union Bank of Louisiana in the sum of nineteen thousand nine hundred and ninety-five dollars and eighty-two cents, which sum he binds and obligates himself to pay in two equal instalments, at nine and ten years from the date hereof, with interest at seven per cent per annum from date until final payment; for which purpose he has this day subscribed two promissory notes to the order of the cashier of the Union Bank of Louisiana, each for the sum of nine thousand nine hundred and ninety-seven dollars, and ninety-one cents, payable at the banking-house of said Union Bank of Louisiana in the city of New Orleans, respectively, at nine and ten years after date, with interest on each note at the rate of seven per cent per annum, from date until final payment. The said notes have been signed by the said Josiah Seth Stafford, in presence of the undersigned parish judge, who has affixed his own name to the said notes as witness to the signature of said maker. And it is further agreed between the said Union Bank of Louisiana and the said Jeanetta Stafford, wife of the said Josiah S. Stafford, that so soon as she shall be legally separated in property and shall acquire title to the lands lying in the rear of the tract bought by Mrs. E. S. Stafford at the sale of the succession of Leroy Stafford, and sold by her to Josiah S. Stafford, and which is embraced in the original mortgage to the bank, she shall have the right of substituting the same in a new act of mortgage to the said Union Bank of Louisiana, in lieu and place of the land now mortgaged to it, lying in the rear of the land of Mrs. E. S. Stafford and Hetherwick, the said bank engaging to receive said substitution, and to release its lien of mortgage on the lands lying in the rear of those of Hetherwick and Mrs. E. S. Stafford. And the said Mrs. Jeanetta Stafford further agrees, undertakes and engages, that so soon as shall be separated in property, so that she can acquire title in her own right, that she will obtain from Isaac Thomas title to such of the forty-eight slaves bought by him at the suit of the Canal Bank against Josiah S. Stafford as shall then be living, and that she will mortgage them to said Union Bank of Louisiana as a further and additional security for the payment of said sum of thirty thousand dollars with interest as before stipulated. As a certificate of mortgages will accompany a certified copy of this act, when the same will go to the Union Bank of Louisiana for the inspection of that institution before it accepts, none is herein inserted, the parties signing hereto waiving and dispensing with the production of or mention herein of any. And now to this act came and intervened for himself and as executor of Micah P. Flint, dec'd., Isaac Thomas, a resident of the Parish of Rapides, State of Louisiana, who, after taking cognizance of what is above written, declared that whereas by an act passed before John H. Johnston, parish judge in and for the Parish of Rapides, on the 9th day of June A. D. 1836, Josiah S. Stafford did mortgage in favor of him and Micah P. Flint, a portion of the above-described property, to secure them from liability as his endorsers, to about the sum of thirty-

six thousand dollars or upwards, and which act is of record in the office of the Parish Judge of Rapides, on said 9th day of June, A. D. 1836. And whereas on the 22d day of April, A. D. 1837, by an act passed before John H. Johnston, Parish Judge of Rapides, and which act is of record in the office of the Parish Judge of Rapides, on said 22d April, 1837, the said Josiah S. Stafford did mortgage in favor of the said Isaac Thomas and Micah P. Flint, all the above-described lands and negroes and other property, to secure them (Thomas and Flint) against their liabilities for him (Stafford) as his endorsers, to about the sum of one hundred thousand dollars.

Now the said Isaac Thomas declared that he was willing and does hereby release and discharge the above-described mortgages for himself and as executor of Micah P. Flint, deceased, and the acts are herein particularly referred to, so far as to give priority and preference over them to the mortgage hereby made to the Union Bank of Louisiana, and so far as to give priority and preference over the same to the mortgage by the said Stafford and wife by their attorney in fact, Stephen Edmund Cuny, heretofore made in favor of the Union Bank of Louisiana, on the sixth day of June, A. D. 1837; by an act passed before Adolphe Mazureau, a notary public of the city of New Orleans, and which said act is hereinbefore specially referred to, he, the said Thomas, for himself, and as executor of M. P. Flint, deceased, hereby consenting to postpone in favor of the said corporation all his rights of mortgage on said property—the said Union Bank of Louisiana having precedence and priority by this declaration over his and the rights of M. P. Flint, deceased, accruing from the mortgages above referred to made by the said Stafford in his favor and the said M. P. Flint. This waiver and postponement by the said Thomas, however, being made without prejudice to the rights acquired by him in a portion (about forty-eight in number) of the above-named slaves, at a sheriff's sale of the property of the said Stafford and wife, made at the instance and suit of the New Orleans Canal and Banking Company, on the 8th day of August last, (1840). In testimony whereof, the said Josiah S. Stafford and the said Mrs. Jeanetta Stafford, authorized by the said J. S. Stafford and the said Isaac Thomas for himself and as executor of M. P. Flint, have hereunto signed their names, at the Parish of Rapides, in presence of George Jones and G. E. French, competent witnesses, on this twenty-second day of May, in the year of our Lord eighteen hundred and forty-one. Original signed J. S. Stafford, Jeanetta Stafford, I. Thomas, for himself and as executor of M. P. Flint. Witnesses, George Jones, G. E. French. Done and passed before me,

GEO. R. WATERS,
Parish Judge.

And now, the said Mrs. Jeanetta Stafford, authorized by her husband, the said Josiah S. Stafford, declared, that in becoming a

party to the foregoing act, it is her wish and intention to release for the purposes therein stipulated in favor of the Union Bank of Louisiana, and she does of her own free will and accord release in favor of the said corporation all her rights, claims and privileges which she may have on the property in said act described for the security of her matrimonial, dotal, paraphernal or other rights, whether resulting from her marriage with the said J. S. Stafford, or otherwise. Whereupon, the said Judge did inform the said Mrs. Jeanetta Stafford, out of the presence and hearing, and apart from her said husband, that she had by law a legal mortgage on the property of her said husband; *First*, for the restitution of her dowry and the reinvestment of the dotal property sold by her said husband, and which she brought in marriage, reckoning from the day of the celebration thereof. *Secondly*, for the restitution and reinvestment of the dotal property by her acquired since her marriage, by donation or succession, reckoning from the day the donation was perfected or the succession opened. *Thirdly*, for nuptial presents. *Fourthly*, for debts contracted by her with her said husband. And *fifthly*, for the amount of her paraphernal property, alienated by her and received by her said husband. And the said Mrs. Jeanetta Stafford did thereupon declare that she was well acquainted with the nature and extent of her matrimonial, dotal and paraphernal, and other rights, thus secured to her by law on the property of her said husband, and that nevertheless she persisted in her intention of renouncing not only all the rights, claims and privileges hereinbefore enumerated, but all others of any nature and kind whatsoever, to which she may be entitled by any laws which now are or may hereafter have been in force in the State of Louisiana. And the said Josiah S. Stafford, being now present aiding and authorizing his said wife, she did again declare that she does by these presents make a formal renunciation of her matrimonial, paraphernal, dotal and other rights in favor of the Union Bank of Louisiana, for the purposes in the foregoing act stipulated, binding herself and her heirs at all times to sustain and acknowledge the full force and validity of these presents. In testimony whereof, the said Mrs. Jeanetta Stafford, authorized by her husband Josiah S. Stafford, and J. S. Stafford, hereto sign their names on this twenty-second day of May, eighteen hundred and forty-one, at the Parish of Rapides. Original signed, Jeanetta Stafford, J. S. Stafford. Witnesses, Geo. Jones, G. E. French. Done and passed before me,

GEO. R. WATERS,
Parish Judge.

Filed May 22d, 1841, and recorded in mortgage book G, pages 1, 2, 3, 4, 5 and 6.

GEO. R. WATERS,
Parish Judge.

STATE OF LOUISIANA,
Parish of Rapides.

I do hereby certify the foregoing to be a true copy of the original on file and of record in my office.

Given under my hand and seal of office, as parish judge and ex-officio recorder of mortgages in and for the parish and State aforesaid, at Alexandria, this seventh day of April, A. D. 1845.

[SEAL.] F. W. BREWER,
Parish Judge.

UNITED STATES OF AMERICA,
State of Louisiana.

By Alexander Mouton, Governor of the State of Louisiana.

These are to certify that F. W. Brewer, whose name is subscribed to the instrument of writing herein annexed, is, and was at the time of his signing the same, parish judge in and for the parish of Rapides, State of Louisiana, and that all his official acts as such are entitled to full faith and credit.

Given at New Orleans, under my hand and the seal of the State, this thirteenth day of April, one thousand eight hundred and forty-five, and of the independence of the United States the sixty-ninth year.

By the Governor,

[SEAL.] A. MOUTON.

ROBERT CARTER NICHOLAS,
Secretary of State.

CONSULATE OF THE REPUBLIC OF TEXAS.

Edward Hall, consular agent for the Republic of Texas, for the port of New Orleans, State of Louisiana and United States of America, do hereby certify that A. Mouton is Governor of the State of Louisiana; that his signature to the annexed document is genuine, and that as such, full faith and credit is due to his official acts.

Given under my hand and seal of office, at the city of New Orleans, this 12th day of April, eighteen hundred and forty-five, and of the independence of Texas the tenth.

[SEAL.] EDWARD HALL,
Consular Agent.

UNITED STATES OF AMERICA,
State of Louisiana.

By Isaac Johnson, Governor of the State of Louisiana.

These are to certify that F. W. Brewer, whose name is subscribed to the instrument of writing herein annexed, was, at the time of his

signing the same, parish judge in and for the parish of Rapides, State of Louisiana; that his signature is genuine, and that his foregoing attestation is in due form of law, and by the proper officer, and that credit is due to all his acts.

Given at New Orleans, under my hand and the seal of the State, this ninth day of November, one thousand eight hundred and forty-eight, and of the independence of the United States the seventy-third.

By the Governor,

[SEAL.] ISAAC JOHNSON.

CHARLES GAYARRE,
Secretary of State.

Afterwards, to wit, on the said day and year, the complainants, by their counsel aforesaid, read in evidence a certified copy of the act of acceptance of the mortgage above stated, passed before Adolphe Mazureau, notary public in the city of New Orleans, which, with the certificates thereto annexed, is in the words following, to wit:—

Copy of Act of Acceptance.

Before me, Adolphe Mazureau, a notary public in and for the parish of Orleans and city of New Orleans, State of Louisiana, duly commissioned and sworn, and in presence of the witnesses hereinafter named and undersigned, personally appeared Christopher Adams, Junior, Esquire, of this city, President of the *Union Bank of Louisiana*, and herein acting in his capacity as such, who declared that having taken cognizance of a certain act (a duly certified copy whereof was here exhibited to me notary), executed before George Richard Waters, parish judge and ex-officio notary public in and for the parish of Rapides, in this State, on the twenty-second day of May, eighteen hundred and forty-one, purporting mortgage in favor of said Union Bank of Louisiana, granted by *Josiah Seth Stafford* and Mistress Jeanetta Kirkland, his wife, both of the said parish of Rapides, jointly and severally, the said Jeanetta Kirkland being by her said husband duly aided and authorized, for the purpose of securing the sum of thirty thousand dollars; the said act also purporting ratification and confirmation to the extent and amount of thirty thousand dollars, of a certain mortgage executed by Josiah Seth Stafford and Jeanetta Kirkland, his wife, by their attorney, Stephen Edmund Cuny, before the undersigned notary, on the sixth day of June, eighteen hundred and thirty-seven, in favor of said Union Bank of Louisiana, for security of the sum of forty-five thousand dollars, the amount of a loan of money, to the said mortgagers, made by the said bank, the said mortgages affecting certain tracts of land and slaves in the said parish of Rapides, and fully described and enumerated; and the said act of the twenty-second day of May,

eighteen hundred and forty-one, containing divers clauses, conditions, stipulations and agreements, of all which, and also of the renunciation of the said Mrs. Jeanetta Kirkland by her said husband, Josiah Seth Stafford, duly authorized, of all her matrimonial, dotal, paraphernal and other rights and privileges upon the said lands and slaves, the said Christopher Adams, President aforesaid, hath taken cognizance.

Now he, the said Christopher Adams, Junior, President aforesaid, doth hereby, on behalf of the said Union Bank of Louisiana, accept the said act of mortgage of the twenty-second day of May, eighteen hundred and forty-one, with all the clauses, conditions, stipulations and agreements herein contained, and also the said renunciation of Mistress Jeanetta Kirkland of all her rights aforesaid without exception or reserve.

Done and passed in my office at the city of New Orleans aforesaid, on the first day of July eighteen hundred and forty-one, in presence of John Cragg, and George A. Jenkins, competent witnesses, who have signed these presents with the said appearer, and me the notary after reading the whole.

(Signed) C. ADAMS, *Jr.*, *Pres't.*
J. CRAGG,
GEORGE A. JENKINS.

A. MAZUREAU,
Notary Public.

I certify the above to be a true copy of the original of record and on file in my office.

In testimony whereof I have hereunto set my hand and seal, at New Orleans, this twelfth day of April, one thousand eight hundred and forty-five.

[SEAL.] A. MAZUREAU,
Notary Public.

Consulate of the Republic of Texas.

I, Edward Hall, consular agent for the Republic of Texas, for the port of New Orleans, State of Louisiana, and United States of America, do hereby certify that Adolphe Mazareau is a duly commissioned Notary Public, that his signature to the annexed document is genuine, and that as such full faith and credit is due to his official acts.

Given under my hand and seal of office, at the city of New Orleans, this 12th day of April eighteen hundred and forty-five, and of the independence of Texas the tenth.

[SEAL.] EDWARD HALL,
Consular Agent.

UNITED STATES OF AMERICA,
State of Louisiana.

By Isaac Johnson, Governor of the State of Louisiana.

These are to certify that A. Mazureau, whose name is subscribed to the instrument of writing herein annexed, is and was at the time of his signing the same a notary public, in and for the city and parish of Orleans, State of Louisiana, and that his signature is genuine, and that his foregoing attestation is in due form, and made by the proper officer, that credit is due to all his acts.

Given at New Orleans, under my hand and the seal of the State, this ninth day of November, one thousand eight hundred and forty-eight, and of the Independence of the United States the seventy-third.

By the Governor, ISAAC JOHNSTON.

[SEAL.] CHARLES GAYARRE,
Secretary of State.

Afterwards, to wit, on the said day and year, the complainants by their counsel aforesaid, offered to read in evidence a certified copy of the twelve months' bond, the execution and return thereon, in the suit of the Union Bank of Louisiana vs. Josiah S. Stafford and Wife, in the District Court for the parish of Rapides, which, with the certificates hereto annexed, is in the words following, to wit:

Copy of twelve months' Bond.

THE UNION BANK OF LOUISIANA
vs.
J. S. STAFFORD AND WIFE.

STATE OF LOUISIANA, SIXTH JUDICIAL DISTRICT COURT,
Parish of Rapides.

The State of Louisiana, to the sheriff of the parish of Rapides, Greeting:

Whereas, on the sixth day of November, eighteen hundred and forty-three, William M. Stafford executed in favor of the Union Bank of Louisiana a twelve months' bond, for the sum of thirty-six thousand and thirty-nine dollars and fifty-eight cents, with seven per centum per annum interest from the date thereof until paid, being the amount of the purchase money of certain property, sold by virtue of a writ of fieri facias issued from this court, in the above-entitled suit, which bond is entitled to a credit of sixteen hundred dollars on the 23d January, 1844. Therefore you are hereby commanded, in the name of the State of Louisiana, and of the said court, to seize the property, real and personal, rights and credits of the said W. M. Stafford, and to sell them for cash, according to law, to

satisfy said bond, as well as the cost of this proceeding, and make return hereof within seventy days.

Witness the Honorable Henry Boyce, Judge, this 5th day of February, 1845.

[SEAL.] M. R. AIRAIL, *D'y Cl'k.*

Sheriff's Return.

Rec'd, Wednesday, the 5th day of February, A. D. 1845, and on the 11th day of February, A. D. ——, duly executed the within execution, by seizing all the right, title, and interest of W. M. Stafford in and to the following described property, being the same included in the twelve months' bond, by virtue of which this writ is executed, to wit: a certain tract or parcel of land situated, lying and being in the parish of Rapides, on the right bank of Bayou Bœuf descending, bounded above by lands now owned by Mrs. Stafford, widow of Leroy Stafford, and below by the town of Cheneyville, containing 926 acres. Also another tract of land situated in the rear of and adjoining the above-described, being section No. 12, in township No. 1, south of range 1, east, containing $541\frac{30}{100}$ acres. Also another tract adjoining the last described, being the east half of the S. W. qr., and east half of section No. 13, in township No. 1, south of range No. 1, east, containing $338\frac{5}{100}$ acres; also one other tract, being the east and west half of the south-east qr. of section No. 1, in township No. 1, south of range No. 1, east, containing $101\frac{20}{100}$ acres, together with all the buildings and improvements which exist upon the said tract of land, implements of husbandry, horses, cattle, and all things thereunto belonging, or in anywise appertaining, together with the following slaves, with their increase since 21st day of June, 1837, to wit: Little Ben, aged about 20 years; Friday, 24; Bob Davenport, 21; Sam M'Clure, 28; Peter, 33; Lewis Blacksmith, 29; Paul, 36; Jacob, 40; Jack, 37; Perry, 16; Little Sam, 17; Jim, 16; Prime, 18; Little Lewis, 16; William, 24; Zachariah Carpenter, 31; Ned, 16; Philip, 55; Blaize, 50; Alfred, 17; Alfred, 15; Lewis Rogers, 35; George, 13; Dublin, 28; Maria, 35, and two children, Louisa and Eliza; Charlotte, 7 years, and Patsy, 5; children of Cloe; Amanda, 4 years, child of Fanny; Big Jane, 37, and three children, Margaret, 10; Manuel, 8; and Washington, 2; Harriet, 24, and child Philip, 11; John Dixon, 1, child of Vicey; Henny, 19, and child, Charles, 9 months; Clarissa, 21; Amy, 19, and *and* child Aaron, 8 months; Jane, 18, and child Harriet, 6 months; Jinny, 50; Charlotte, 17; Mary, 31, and two children, Juliet, 10; and Mary, 3; Halense, 27, and two children, Nanette, 11; and Mary Ann 5; Caroline, 20; Sally, 16; Elvira, 18; Minerva, 16; Tom, 9 months, child of Judy; Lavina, 7 months, child of Maria Johnston; Dalphine, 18, and child Limas, 6 months; Louisa, 15; Sarah, 12; Ben R., 15; Solomon, 10; and Rachel, 8 years of age; and on Tuesday, the 11th day of February, A. D.

1845, duly notified the said William M. Stafford of the seizure of said property, by handing to him in person a copy of the notice of seizure thereof. After the expiration of the delay required by law (three days), the above described property was duly advertised, in three public places, in the parish of Rapides, viz: at Catele, in the town of Cheneyville, and at the court-house door, in the town of Alexandria, to be sold at the plantation of the said Wm. M. Stafford, on Bayou Bœuf, near Cheneyville, on Saturday, the 5th day of April, A. D. 1845, for cash, the writ issuing on a twelve months' bond, and on Saturday, the 1st day of March, A. D. 1845, repaired to the land or plantation above described, and ascertained that the whole of the above-described slaves had been removed on the evening previous (Friday, the 28th day of February, A. D. 1845), by Josiah S. Stafford and others, under the said Josiah S. Stafford's direction and employ, and had, as I was informed, left for the republic of Texas.

CHAS. S. LECKIE,
Deputy Sheriff of the Parish of Rapides, State of Louisiana.

CLERK'S OFFICE, DISTRICT COURT,
Parish of Rapides.

I certify the foregoing to be a true copy of the original execution and sheriff's return on file in this office.

Given under my hand and the seal of said court, at Alexandria, this 29th of November, 1848.

[SEAL.] JOSIAH HALE,
Clerk.

I do hereby certify that Josiah Hale, who has signed the foregoing certificate, is and was at the time the same is dated the Clerk of the District Court in and for the parish of Rapides, formerly a part of the Sixth Judicial District of Louisiana, now constituting a portion of the Thirteenth Judicial District of said State, and that his said certificate and attestation are in due form. Done and signed at Chambers, this first day of December, 1848.

RALPH CUSHMAN,
Judge 13th District, La.

UNITED STATES OF AMERICA,
State of Louisiana.

By Isaac Johnson, Governor of the State of Louisiana.

These are to certify that Ralph Cushman, whose name is subscribed to the instrument of writing herein annexed, is now and was at the time of his signing the same Judge of the Thirteenth Judicial District of Louisiana, of which the parish of Rapides constitutes a part, and that all his official acts as such are entitled to full faith and credit.

Given at New Orleans, under my hand and the seal of the State,

this 7th day of December, one thousand eight hundred and forty-eight, and of the independence of the United States the seventy-third.

By the Governor,

[SEAL.] ISAAC JOHNSON,

CHARLES GAYARRE,
Secretary of State.

But the same was rejected by the court as evidence in this cause.

Afterwards, to wit, the said complainants, by their counsel aforesaid, offered to read in evidence a certified copy of the execution and return thereon, in the suit of the Union Bank of Louisiana vs. Josiah S. Stafford and Wife, in the District Court for the parish of Rapides, which, with the certificates thereto annexed, is in the words following, to wit:—

Copy of Execution and Return.

STATE OF LOUISIANA,
Sixth Judicial District Court, Parish of Rapides.

THE UNION BANK OF LOUISIANA
vs.
J. S. STAFFORD AND WIFE.

The State of Louisiana to the Sheriff of the parish of Rapides, Greeting:

Whereas, on the sixth day of November, eighteen hundred and forty-three, William M. Stafford executed in favor of the Union Bank of Louisiana a twelve months' bond for the sum of thirty-six thousand and thirty-nine dollars and forty-eight cents, with seven per centum per annum interest from the date thereof until paid, being the amount of the purchase money of certain property sold by virtue of a writ of fieri facias, issued from this court, in the above-entitled suit (which bond is entitled to a credit of sixteen hundred dollars, on the 23d Jan'y, 1844).

Amount of bond	$36,039	48
Interest		
Clerk's fees	2	00
Sheriff's do.		

Therefore, you are hereby commanded, in the name of the State of Louisiana and of the said court, to seize the property, real and personal, rights and credits of the said W. M. Stafford, and to sell them for cash, according to law, to satisfy said bond, as well as the costs of this proceeding, and make return hereof within seventy days.

Witness, the Hon'ble Henry Boyce, Judge, this 5th day of February, 1845.

[SEAL.] M. R. AIRAIL,
Deputy Clerk.

Return.

Received, Wednesday, the 5th day of February, A. D. 1845, and on Tuesday the 11th day of February, A. D. duly executed the within execution, by seizing all the right, title and interest of William M. Stafford in and to the following described property, being the same included in the twelve months bond by virtue of which this writ is issued, to wit: a certain tract or parcel of land, situated lying and being in the parish of Rapides, on the right bank of Bayou Bœuf descending, bounded above by lands now owned by Mrs. Stafford, widow of Leroy Stafford, and below by the town of Cheneyville, containing 926 acres: also another tract of land situated in the rear of and adjoining the above described, being section No. 12, in township No. 1, south of range 1 east, containing 541 $\frac{30}{100}$ acres. Also another tract adjoining that last described, being the east half of the S. W. qr. and east half of section No. 13, in township No, 1, south of range No. 1 east, containing 338 $\frac{05}{100}$ acres. Also one other tract, being the east and west half of the south-east qr. of section No. 1, in township No. 1, south of range No. 1 east, containing 101 $\frac{24}{100}$ acres, together with all the building and improvements which exists upon the said tracts of land, implements of husbandry, horses, cattle, and all things thereunto belonging or in anywise appertaining, together with the following slaves with their increase since 21st day of June, 1837, to wit: Little Ben, aged about 20 years; Friday, 24; Bob Davenport, 21; Sam McClure, 28; Peter, 33; Lewis Blacksmith, 29; Paul, 36; Jacob, 40; Jack, 37; Perry, 16; Little Sam, 17; Jim, 16; Prime, 18; Little Lewis, 16; William, 24; Zachariah Carpenter, 31; Ned, 16; Philip, 55; Blaize, 50; Alfred, 17; Alfred, 15; Lewis Rogers, 35; George, 13; Dublin, 28; Maria, 35; and two children, Louisa and Eliza; Charlotte, 7 years, and Patsey, 5, children of Cloe; Amanda, 4 years, child of Nanny; Big Jane, 37, and 3 children, Margaret, 10, Manuel, 8, and Washington, 2; Harriet, 24, and child Philip, 11; John Dixon, 1, child of Vicy; Henry, 19, and child Charles, 9 months; Clarissa, 21; Amy, 19; and child Aaron, 8 months; Jane, 18, and child Harriet, 6 months; Jinny, 50; Charlotte, 17; Mary, 31, and two children, Juliet, 10, and Mary, 3; Halense, 27, and 2 children Nannette, 11, and Mary Ann, 5; Caroline, 20; Sally, 16; Elvira, 18; Minerva, 16; Tom, 9 months, child of Judy; Lavinia, 7 months, child of Maria Johnston; Dalphine, 18, and child Limas, 6 months; Louisa, 15; Ben R. 15; Solomon, 10, and Rachel, 8 years of age; and on Tuesday the 11th day of February, A. D. 1845, duly notified the said William M. Stafford, of the seizure of said property by handing to him in person, a copy of the notice of seizure thereof. After the expiration of the delay required by law (three days), the above-described property was duly advertised in three public places in the parish of Rapides, viz: at *Catile*, at the town of Cheneyville, and at the court-house door at the town of Alexandria, to be sold at the plantation of the said William M. Stafford on Bayou Bœuff near

Cheneyville, on Saturday the 5th day of April, A. D. 1845, for cash, the writ issuing on a twelve months' bond—and on Saturday the 1st day of March, A. D. 1845, repaired to the land or (plantation) above described, and ascertained that the whole of the above-described slaves had been removed on the evening previous (Friday the 28th day of February, A. D. 1845), by Josiah S. Stafford and others under the said Josiah S. Stafford's direction and employ, and had as I was informed left for the Republic of Texas.

CHAS. S. LECKIE,
D'y Sheriff of the parish Rapides, State of Louisiana.

I hereby certify the reverse hereof to be a true and correct copy of an execution now in the office of the Sheriff of the parish of Rapides, State of Louisiana, and that the above is a true copy of the proceedings had under said execution up to the present time.

CHAS. S. LECKIE,
D'y Sheriff, parish Rapides, State of Louisiana.

Alexandria, La., April 4th, 1845.

STATE OF LOUISIANA,
Parish of Rapides.

I, Henry Boyce, Judge of the District Court for the Sixth Judicial District of the State of Louisiana, do hereby certify, that the foregoing attestation of Charles S. Leckie, deputy sheriff of the parish of Rapides, State of Louisiana, is in due form.

Given under my hand this 19th day of April, A. D. 1845.

HENRY BOYCE,
Judge of the Sixth Judicial District of Louisiana.

UNITED STATES OF AMERICA,
State of Louisiana.

By Isaac Johnson, Governor of the State of Louisiana.

These are to certify, that Henry Boyce, whose name is subscribed to the instrument of writing herein annexed, was at the time of his signing the same judge of the sixth judicial district of Louisiana, of which the parish of Rapides constituted a part; and that all his official acts as such are entitled to full faith and credit.

Given at New Orleans, under my hand, and the seal of the State this 7th day of December, one thousand eight hundred and forty-eight, and of the independence of the United States the seventy-third.

By the Governor,
[SEAL.] ISAAC JOHNSON.

CHARLES GAYARRE,
Secretary of State.

But the same was rejected by the court as evidence in this cause.

Afterwards, to wit, on the said day and year, the complainants, by their counsel aforesaid, offered to read in evidence a certified copy of the indictment found by the Grand Jury of the parish of Rapides against Josiah S. Stafford, which with the certificates thereto annexed, is in the words following, to wit:

In the name and by the authority of the State of Louisiana. The Grand Jurors of the State of Louisiana, duly elected, empanneled, sworn and charged to enquire for the body of the parish of Rapides, in the Sixth Judicial District of the State of Lousiana, and at a District Court, begun and holden in and for said parish, on the first Monday of May, in the year of our Lord one thousand eight hundred and forty-five, upon their oaths present that Josiah Seth Stafford, late of the Parish of Rapides, in the Sixth Judicial District, in the State of Louisiana, gentleman, heretofore, to wit, on the sixth day of June, in the year of our Lord, one thousand eight hundred and thirty-seven, the said Josiah Seth Stafford and his wife, Annetta Kirkland, by their agent and attorney, *and attorney* in fact, Stephen E. Cuny, in the parish and city of New-Orleans, by an authentic act passed before Adolphe Mazureau, Notary Public, in and for said Parish and city of New Orleans, did mortgage to the Union Bank of Louisiana, a duly incorporated institution, in said State of Louisiana, certain slaves then and there belonging to him the said Josiah Seth Stafford, and his said wife, Annetta Kirkland, which slaves are, in said act described by the names and ages following, to wit: Little Ben, aged about 20 years—William, about 11 years; Friday, twenty-four years; Bob Davenport, about twenty-one years; Sam McClure, about twenty-eight years; Peter, about thirty-three years; Louis, a Blacksmith, about twenty-nine years; Paul, about thirty-six years; Jacob, about forty-two years; Jack, about thirty-seven years; Alonzo, about twenty-six years; Perry, about sixteen years; Sam Rogers, about thirty-two years; Little Sam, about seventeen years; Jim, about sixteen years; Pierre, about eighteen years; Stephen, about seventeen years; Austin, about eighteen years; Little Lewis, about sixteen years; George Lee, about twenty years; Edmund Bell, about twenty-eight years; Willis, about twenty-four years; Levi, about seventeen years; Ben McClure, about fourteen years; Britton, about twenty-three years; Frank, about nineteen years; Zachariah, a carpenter, about thirty-one years; Ned, about sixteen years; Philip, about fifty-five years; Jerry, about fifty years; Blaize, about fifty years; Alfred, about seventeen years; Albert, about fifteen years; Wallace, about seventeen years; Henry, about thirty years; Lewis Rogers, about thirty-five years; Tom, about seventeen years; George, about thirteen years; Dublin, about twenty-eight years; Maria, about thirty-five years, and her two children, Louisa and Eliza; Cloe, about twenty-five years; Charlotte, about seven years; and Patsey about five years; Fanny, about thirty-six, and her two children, Amanda,

about four years; Big Jane, about twenty-seven years, and her three children, Margaret, about ten years, Manuel, about eight years, Washington, about two years; Old Harriet, about twenty-four years, her child Philip, about eleven years; Vicey, about twenty-six years, and her two children, Peggy, six years, and Dixon, one year; Old Henny, about nineteen years, and her child Charles, about nine months old; Clarissa, aged about twenty-one years; Anny, about nineteen, and her child, Aaron, about eight months old, Jane, about eighteen years, and her child Harriet, about six months old Jenny, about fifty years; Charlotte, about seventeen years; Mary, about thirty-one, and her two children, Juliet, about ten years, and Mary, three years old; Hortense, about twenty-seven years, and her two children Nannette, about eleven years, and Mary Ann, about five years old; Caroline, about twenty-years; Mary Haie, about eighteen years; Big Mary, about thirty-six years; Sally, about sixteen years; Pleasant, about sixteen years; Violet, about seventeen years; Hester, about thirty-four years; Big Charlotte, about twenty-nine years; America, about thirty-one years; Elvira, about eighteen years, Minerva, about sixteen years; Cynthia about thirty-eight years; Minty, about fifteen years; Judy, about twenty-two years, and her two children, Maria, three years, Tom, about nine months; Maria Johnson, about nineteen years, her child, Lavinia, about seven months; Daphne, about eighteen years; *Leoner*, about six months; Charity, about forty years; Venus, about seventeen years; Louisa, about fifteen years; Sarah, about twelve years; Ben Calvert, thirty-six years; Bob, about twenty-one years; Dick, about seventeen years; Nancy, about fifteen years; Ben R. about fifteen years; Solomon, about ten years; and Richard, about eight years. To secure the payment to the said Union Bank of Louisiana, of the sum of forty-five thousand dollars, payable at the banking-house of said Union Bank, in the city of New Orleans, on the second day of June, eighteen hundred and thirty-eight, fixed a copy of which aforesaid described authentic act was duly recorded in the office of the parish Judge of the parish of Rapides, on the twenty-first day of June, in the year of our Lord one thousand eight hundred and thirty-seven, and afterwards, to wit: on the twenty-second day of May, in the year of our Lord one thousand eight hundred and forty-one, in the aforesaid parish of Rapides, by one other authentic act passed before George R. Waters, parish Judge and ex-officio Notary Public in and for said parish of Rapides. The said Josiah Seth Stafford, and the said Jeanetta Kirkland, his wife, did then and there recognize the above-described act passed before the said Mazureau, and did then and there re-mortgage the above-named slaves for life, to the said Union Bank of Louisiana, of the sum of thirty thousand dollars, payable as follows, to wit: from the first day of March, eighteen hundred and forty-one, up to the first day of March, eighteen hundred and forty-four, interest at the rate of seven per cent. per annum, was to be annually paid, on the afore-

said sum of thirty thousand dollars, and from the first day of March eighteen hundred and forty-four, up to the first day of March eighteen hundred and fifty-one, the said thirty thousand was payable in eight annual instalments, with interest of seven per cent. per annum, payable in advance. The first instalment of the thirty thousand dollars, being due and payable on the first day of March, eighteen hundred and forty-four, the last-mentioned act recognitive of the former to secure the payment of the aforesaid sum of thirty thousand dollars, as aforesaid, was duly executed and recorded in the office of the parish Judge of the parish of Rapides, on the twenty-second day *day* of May, eighteen hundred and forty-one, and that said Josiah Seth Stafford, late of the parish of Rapides, in the Sixth Judicial District, in the State of Louisiana, afterwards, to wit: on the twenty-eighth day of February, in the year of our Lord one thousand eight hundred and forty-five, with force and arms at the parish aforesaid, in the District and State aforesaid, unlawfully and feloniously, did transport and attempt to transport, and cause to be transported out of the State of Louisiana, the said slaves so as aforesaid mortgage—in fraud of said mortgage, which then and there remained unsatisfied and unreleased, as the said Josiah Seth Stafford, then and there knew, and with the intent then and there to defraud the aforesaid Union Bank of Louisiana of their rights, claims and liens and privileges, and mortgages in and upon the aforesaid slaves, to them, so as aforesaid mortgage, contrary to the form of the statute, in such cases made and provided, and against the peace and dignity of the State of Louisiana.

P. BARRY,
District Attorney Sixth Judicial District of the State of Louisiana.

Endorsed a true bill.

J. R. MEAD, *Foreman.*

Filed May 13th, 1845.

M. R. ARIAIL,
D'y Clerk.

CLERK'S OFFICE, DISTRICT COURT,
Parish of Rapides, State of Louisiana.

I certify the foregoing to be a true copy of the original on file in this office.

Given under my hand, and the seal of said court, this 18th day of June, A. D. 1846.

[SEAL.] JOSIAH HALE,
Clerk.

I hereby certify that Josiah Hale, whose name is subscribed to the above attestation, is and was at the date thereof the clerk of the District Court of the Parish of Rapides, in and for the 13th Judicial District of the State of Louisiana, formerly comprised with-

in the Sixth Judicial District of said State, and that his said attestation is in due form.

In testimony whereof I have hereunto subscribed my name, at Alexandria, in said parish, this 13th November, 1848.

RALPH CUSHMAN,
Judge 13th District Court, La.

UNITED STATES OF AMERICA,
State of Louisiana.

By Isaac Johnson, Governor of the State of Louisiana.

These are to certify that Ralph Cushman, whose name is subscribed to the instrument of writing herein annexed, is now, and was at the time of signing the same, judge of the thirteenth Judicial District of Louisiana, of which the Parish of Rapides constitutes a part, and that his foregoing attestation is in due form and by the proper officer.

Given at New Orleans, under my hand and the seal of this State, this 18th day of November, one thousand eight hundred and forty-eight, and of the independence of the United States the seventy-third.

By the Governor,

[SEAL.] ISAAC JOHNSON.

CHARLES GAYARRE,
Secretary of State.

But the same was rejected as evidence by the court.

Afterwards, to wit, on the said day and year, the said complainants, by their counsel aforesaid, read to the court here the following commission heretofore issued, and returned to the court, and the interrogatories thereto attached, and also read in evidence in said cause, answers of the several witnesses who had been examined under the said commission to the said interrogatories, to wit, the answer of William F. Cheney, John Dunwoody, Hadley P. Robert, Nathaniel P. Mitchell, and James D. Lloyd, with the exceptions noted upon the margin of the said answers respectively, as follows, to wit:

The President of the United States, to J. F. Scott, Gwinn Harris, J. P. Airail, M. R. Airail, and Valentine F. Cotton, of the Parish of Rapides, State of Louisiana, and each of them greeting:

Know ye, that in consequence of your prudence and fidelity, have appointed and do by these presents give unto you and each of you full power and authority diligently to examine all witnesses whatsoever upon certain interrogatories to be exhibited to you in a cause now depending and at issue in chancery in the District Court of the United States, for the District of Texas, wherein the Union Bank

of Louisiana are complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, are defendants; and therefore I command that one of you do at certain days and places to be appointed for that purpose, cause the witnesses named in the title to said interrogatories, or such of them as shall be delivered to you, to come before you and then and there examine them apart upon the said interrogatories, either on their respective corporal oaths first taken before you upon the Holy Evangelist, or in case of Quakers, upon their solemn affirmation and declaration, or in such other solemn manner as is or may be authorized by law, and that you do take such their examinations and reduce them into writing, and when you shall have so taken them, you are to send them same to the clerk of the above-named court without delay whatsoever; it shall be closed up under your seal distinctly and plainly set together with the said interrogatories and this writ, and I further command you, that before you act in or be present at the swearing or examining any witness or witnesses, you do take and subscribe the oath specified in the schedule hereunto annexed before a commissioner of the United States, or a judge of some court of record.

Witness the Honorable John C. Watrous, Judge of the District Court of the United States, for the District of Texas, and seal of said court this 23d day of December, in the year of our Lord one thousand eight hundred and forty-eight.

[SEAL.] JAMES LOVE,
Clerk.

I will, according to the best of my skill and knowledge, truly, faithfully, and without partiality to any or either of the parties in this cause, take the examinations and depositions of all and every witness produced and examined by virtue of the commission annexed upon the interrogatories delivered to me, and I will not publish, disclose, or make known to any person or persons whatsoever the contents of all or any of the depositions of the witnesses, or any of them to be taken by me, until publication shall pass pursuant to some general or special order of the court, wherein the same are taken. So help me God.

GWINN HARRIS.

Subscribed and sworn to this 5th day of January, A. D. 1849, before me. THOMAS F. SCOTT,
U. S. Commissioner.

UNITED STATES CIRCUIT COURT.
Fifth Circuit and District of Louisiana.

New Orleans, Monday, December 13th, A. D. 1845. Present the Hon. Theo. H. McCaleb, District Judge, Thomas F. Scott as Commissioner.

By virtue of the powers vested in this court by the several acts

of Congress in such cases made and provided, and the court being of opinion that the appointment of an additional commissioner of the United States for the district of Louisiana is expedient: It is ordered that Thomas F. Scott, of the parish of Rapides, in the district aforesaid, be, and he is hereby appointed a commissioner of the United States in and for the district of Louisiana, clothed with full power and authority to take affidavits, recognizance of bail in criminal cases, and to take the testimony of witnesses in cases pending before the courts of the United States, and to do all such other acts and things as by the several acts of Congress in such cases made and provided, commissioners appointed as aforesaid are empowered to do, and that a copy of this order issue to said Thomas F. Scott as his commission.

CLERK'S OFFICE, UNITED STATES CIRCUIT COURT.
Fifth Circuit and District of Louisiana.

I certify the foregoing to be a true copy from the original of record in this office.

Witness my hand and seal of the said court, at the city of New Orleans, this 27th day of December A. D. 1848, and the 73d year of American independence.

[SEAL] ED. RANDOLPH, *Clerk.*
By WM. ANDRY, *D'y Clerk.*

Interrogatories.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.

In Chancery.

Interrogatories to be administered to William F. Cheney, John Dunwoody, N. Robbinett, Hadley P. Robert, James Lloyd, Crawford Brown, Nathaniel P. Mitchell, Jesse Kirkland, John Whittington, Bushner—Hagar, James D. Spurlock, and John Crawford, of the State of Louisiana, witnesses to be produced, sworn, and examined, in a certain cause in chancery, now depending and at issue in the District Court of the United States for the district of Texas, wherein, the Union Bank of Louisiana are complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, are defendants on the part of the said complainants.

First. Do you know the parties defendant in the title to these interrogatories named, or either, and which of them? How long have you known them respectively? Declare the truth and your utmost knowledge, remembrance and belief herein.

Second. Where did the said defendants or either of them reside when you knew them? How long did they reside there and each place? When did they remove from each place? Declare, etc.

Third. When did Josiah S. Stafford remove to Texas? When did Mrs. Jeanetta Kirkland, his wife, remove to Texas? Declare, etc.

Fourth. What circumstances induced the said defendants to remove to Texas? State specifically.

Fifth. What judgements, or orders of seizure and sale, or executions, to your knowledge, had been obtained against the said defendants before their removal to Texas? What effect did such judgements, orders of seizure and sale, or executions, have in causing such removal? Declare, etc.

Sixth. What property, slaves or other, did the said Josiah S. Stafford take with him, or cause to be taken for him to Texas at the time of his removal? How many negro slaves did he take or cause to be taken to Texas at that or any subsequent time? Declare, etc.

Seventh. How many of the negro slaves so taken were under eight years of age. Declare, etc. And what were their respective names and ages?

Eighth. Where had the said negro slaves so taken been kept before such taken? On whose plantation were they when they were so taken? Declare, etc.

Ninth. In whose custody were the said negro slaves so taken just before such taking? And how kept or guarded? Declare, etc.

Tenth. How many of the said negro slaves taken by the said Josiah S. Stafford, or for him or with him, to Texas were mortgaged? And to what person or corporation? Declare, etc.

Eleventh. How many of the said negro slaves so taken were considered to be in danger of being seized upon execution or executory process in Louisiana? What was the general opinion there as to the probability of their being so seized? Were any portion of them, and what portion, actually so seized? What did Josiah S. Stafford appear to think was the best means of avoiding this danger and preventing a sale? What did he say respecting this? What did he do? Declare, etc.

Twelfth. How many of the said slaves so taken had been previously in the possession of the said Josiah S. Stafford and his said wife? How long had they been in their possession?

Thirteenth. How was the removal of the said slaves from Louisiana to Texas effected? State specifically.

Fourteenth. By what route did the said Josiah and the said negro slaves pass from Louisiana to Texas. State particularly.

Fifteenth. What relation by blood is William M. Stafford, of the Parish of Rapides and State of Louisiana, to the said Josiah? Declare, etc.

Sixteenth. Where was the said William at the time of the removal of the said slaves to Texas? Declare, etc.

Seventeenth. What was the value of the property owned by the said William, to your knowledge, about the beginning of the year 1845, in the State of Louisiana, exclusive of any of the negro slaves so taken to Texas? In what did such property consist? Declare, etc.

Eighteenth. What relation or connection is or was Isaac Thomas, Micah P. Flint, or Adelia E. Flint, to either of the said defendants? Declare, etc.

Nineteenth and last. Do you know or can you set forth any other matter or thing which may be a benefit or advantage to the parties in this cause, or either of them, or which may be material to the subject of this your examination, or to the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

EBN. ALLEN AND WILLIAM G. HALE,
Solicitors and of Counsel for Complainants.

A true copy of the original.

JAMES LOVE,
Clerk.
GWINN HARRIS,
Commissioner.

Deposition of witnesses produced, sworn, and examined on Saturday, the 6th day of January, A. D. 1849, at my office, in the town of Alexandria, Parish of Rapides, Louisiana, by virtue of a commission issuing out of the District Court of the United States for the district of Texas, in chancery, to me Gwinn Harris and T. F. Scott, M. R. Ariail, and Valentine F. Cotton directed for the examination of witnesses in a cause there depending between the Union Bank of Louisiana, complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, defendants. I, the acting commissioner under the said commission, having first duly taken the oath to the said commission annexed, according to the tenor and effect thereof, and as thereby directed on the part and behalf of the complainants, the Union Bank of Louisiana.

Deposition.

William F. Cheney, of the Parish of Rapides and State of Louisiana, aged 30 years, a witness produced, sworn by me on the Holy Evangelists, and examined on the part and behalf of the complainants, deposeth and saith as follows:—

In reply to first interrogatory to him addressed, "That he knows Josiah S. Stafford, and has seen his wife, Jeanetta Kirkland, but

is not well acquainted with her; has known J. S. Stafford many years; does not recollect how long he has known Mrs. Stafford."

In reply to 2d interrogatory, to him addressed, "That they reside on plantation of J. S. Stafford, about a mile above Cheneyville, in this parish; does not remember how long they resided there; J. S. Stafford left in the spring of 1845; does not know when Mrs. Stafford left."

In reply to 3d interrogatory to him addressed, "That his answer is contained in his answer to second interrogatory."

In reply to 4th interrogatory to him addressed, "That he does not know."

In reply to 5th interrogatory to him addressed, "That he does not know."

In reply to 6th interrogatory to him addressed, "That there were a number of slaves on the plantation and they were removed, but by whom, to what place, does not know."

In reply to 7th interrogatory to him addressed, "That he does not know."

In reply to 8th interrogatory to him addressed, "That they were on the plantation of said Stafford and were taken from it."

In reply to 9th interrogatory to him addressed, "That he does not know."

In reply to 10th interrogatory to him addressed, "That he does not know."

In reply to 11th interrogatory to him addressed, "That he does not know; general opinion was that they would be seized; does not know what portion of them was seized, but understood that some were seized; had no conversation with Stafford on the subject."

In reply to 12th interrogatory to him addressed, "That he does not know."

In reply to 13th interrogatory to him addressed, "That he does not know."

In reply to 14th interrogatory to him addressed, "That he does not know."

In reply to 15th interrogatory to him addressed, "That he is a brother."

In reply to 16th interrogatory to him addressed, "That he does not know."

In reply to 17th interrogatory to him addressed, "That he does not know."

In reply to 18th interrogatory to him addressed, "That they are no relation or connection."

In reply to 19th interrogatory to him addressed, "That he knows nothing further and material to either party.

W. F. CHENEY, Jr.

And I, Gwinn Harris, commissioner as aforesaid, do hereby certify that I reduced the above deposition to writing in the presence

of the witness; I read the same to him, whereupon he subscribed his name thereto as above written.

GWINN HARRIS,
Commissioner.

Deposition of witnesses produced, sworn, and examined on Monday, the 12th day of March, A. D. 1849, at my office, in the town of Alexandria, Parish of Rapides, Louisiana, by virtue of a commission issuing out of the District Court of the United States for the district of Texas, in chancery, to me, Gwinn Harris and T. F. Scott, M. R. Airail, and V. F. Cotton, directed for the examination of witnesses in a cause there depending in chancery, between the Union Bank of Louisiana, complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, defendants. I, the acting commissioner, under the said commission, having first duly taken the oath to the said commission annexed, according to the tenor and effect thereof, and as thereby directed on the part and behalf of the complainants, the Union Bank of Louisiana.

Deposition.

John Dunwoody, of the Parish of Rapides, in the State of Louisiana, aged about 60 years, a witness produced, sworn by me on the Holy Evangelists, and examined on the part and behalf of the complainants, deposeth and saith as follows:

To the first interrogatory to him addressed, he answers that he knows both Josiah S. Stafford and his wife Jeanetta Kirkland, has known Stafford since he was a boy, and his wife since her marriage with Stafford.

To the second interrogatory to him addressed, he answers that last place of residence of defendants was on Bayou Bœuff near Cheneyville, where they had resided some 8 or 10 years, and from thence defendants removed to Texas.

To 3d interrogatory to him addressed, he answers that he does not know the year when either of the defendants removed to Texas.

To the 4th interrogatory to him addressed, he answers that he always understood that they were involved in debt to the bank, and that they left for the purpose of saving their property from seizure and sale.

To the 5th interrogatory to him addressed, he answers that he does not know; understood however, that the property was mortgaged to the bank, and that the said property was under seizure by the Union Bank, or some bank, and that a guard had been placed on the property by the bank.

To the 6th interrogatory to him addressed, he answers that he took with him all his negroes, horses, mules, and wagons, as deponent heard; has heard that the number of negroes was at least seventy. [Excluded.]

To the 7th interrogatory to him addressed, he answers that he does not know.

To the 8th interrogatory to him addressed, he answers that they were on the plantation of J. S. Stafford, defendant.

To the 9th interrogatory to him addressed, he answers as before stated; understood there was a guard placed on the property by the bank. But does not know who they were. [Objected to on the hearing and excluded.]

To the 10th interrogatory to him addressed, he answers that he does not know.

To the 11th interrogatory to him addressed, he answers that he does not know.

To the 12th interrogatory to him addressed, he answers that he does not know how many, or how long.

To the 13th interrogatory to him addressed, he answers that he understood that a part of them went down through Chico, and the children, and some grown hands, passed through the pine woods. [Objected to and excluded.]

To the 14th interrogatory to him addressed, he answers that all he knows he has stated in his answer to the 13th interrogatory.

To the 15th interrogatory to him addressed, he answers that he is a full brother.

To the 16th interrogatory to him addressed, he answers that he does not know.

To the 17th interrogatory to him addressed, he answers that he does not know, but understood he had but little.

To the 18th interrogatory to him addressed, he answers that he does not know that they are at all related.

To the 19th interrogatory to him addressed, he answers that he knows of nothing further.

JOHN DUNWOODY.

And I, Gwinn Harris, commissioner as aforesaid, do hereby certify that I reduced the above deposition to writing, in the presence of the witness, and read the same to him, whereupon he subscribed his name thereto as above written.

GWINN HARRIS,
Commissioner.

Deposition of witnesses produced, sworn and examined on Saturday, the 10th day of March, 1849, at my office, in the town of Alexandria, parish of Rapides, Louisiana, by virtue of a commission issuing out of the District Court of the United States, for the District of Texas, in Chancery, to me, Gwinn Harris and T. F. Scott, M. R. Ariail and T. F. Cotton, directed for the examination of witnesses in a cause there depending in Chancery, between the Union Bank of Louisiana, complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, defendants. I, the acting commissioner under

the said commission, having first only taken the oath to the said commission annexed, according to the tenor and effect thereof, and as thereby directed on the part and behalf of the complainants, the Union Bank of Louisiana.

Deposition.

Hadley P. Robert, of the parish of Rapides and State of Louisiana, aged about 40 years, a witness produced, sworn by me on the Holy Evangelists, and examined on the part and behalf of the complainants, deposeth and saith as follows:—

To the first interrogatory propounded to him, he answers:

That he knows both the parties defendant, to wit: Josiah S. Stafford and his wife, Jeanetta Kirkland. Has known Stafford since he was a boy, and his wife since a few years after her marriage with Stafford—say about fourteen or fifteen years.

To the second interrogatory propounded to him he answers:

That he first knew Stafford when he resided in Wilkinson county, Mississippi; he subsequently removed to the parish of Rapides, on Bayou Bœuff, near Cheneyville, where he continued to reside until his removal to Texas. Mrs. Stafford has resided in the parish of Rapides, near Cheneyville, ever since deponent knew her until her removal to Texas.

To the third interrogatory to him addressed, he answers:

That Josiah S. Stafford removed to Texas in February or March of the year 1845, and Mrs. Stafford in the fall or winter following.

To the fourth interrogatory to him addressed, he answers:

That from Mr. J. S. Stafford's own statements and remarks, deponent has reason to believe that debt or debts due by Stafford and wife to the Union Bank of Louisiana, and also to the Canal Bank of Louisiana, induced said defendants to remove to Texas.

To the fifth interrogatory to him addressed, he answers:

That there had been none to this deponent's knowledge.

To the sixth interrogatory to him addressed, he answers:

That they were negroes, horses, mules, wagons, &c., to which deponent presumes said Stafford took with him, or caused to be taken for him to Texas. Indeed, deponent heard Stafford say that he had taken said property with him from Louisiana to Texas, the said property being at the time in possession of Stafford in Texas. Stafford told deponent that he had taken with him to Texas one hundred and one negroes.

To the seventh interrogatory to him addressed, he answers:

That he does not know.

To the eighth interrogatory to him addressed, he answers:

That they were on the plantation known as Josiah S. Stafford's plantation, near Cheneyville, in the parish of Rapides.

To the ninth interrogatory to him addressed, he answers:

That deponent does not know, except they were in the custody of

Stafford. Does not know whether or not they were guarded; upon recollection, however, deponent heard Stafford say that there had been a guard on the negroes, placed over them by the Union Bank of Louisiana, but that in the absence of the guard the said negroes were taken by the said Stafford and others.

To the tenth interrogatory to him addressed, he answers:

That he does not know.

To the eleventh interrogatory to him addressed he answers—That all he knows or can say in reply to this interrogatory is, that it was rumored here that the negroes of Stafford were mortgaged to the Union Bank, and that said bank had seized all or a portion of them, and had placed a guard over them. Stafford, from his own statements, as well as from his conduct, considered the removal of the negroes to Texas the only way to avoid a sale, and consequently did remove them.

To the twelfth interrogatory to him addressed he answers—That all of them had been in possession of said Stafford and wife, and for a number of years; but deponent thinks that Wm. M. Stafford had purchased them at sheriff's sale prior to their removal.

To the thirteenth interrogatory to him addressed he answers—That Mr. J. S. Stafford told deponent that the women and children were placed in wagons, and pursued the public road, and the men went through the swamp, and both parties met some six or eight miles from the plantation, and thence pursued on by the route of Hickman's Ferry, perhaps it was Buchanan's Ferry, to Texas; said Stafford had three men with him as assistants—Hudson, Whillington, and Bushnell.

To the fourteenth interrogatory to him addressed he answers—That his answer is contained in his answer to the preceding interrogatory.

To the fifteenth interrogatory to him addressed he answers—That he is a full brother.

To the sixteenth interrogatory to him addressed he answers—That he does not know.

To the seventeenth interrogatory to him addressed he answers—That he does not know.

To the eighteenth interrogatory to him addressed he answers—That he does not know that they are at all related.

To the nineteenth interrogatory to him addressed he answers—That he knows nothing further in relation to the matter, material to either of the parties.

HADLEY P. ROBERT.

And I, Gwinn Harris, commissioner as aforesaid, do hereby certify that I reduced the above deposition to writing in the presence of the witness, and read the same to him, whereupen he subscribed his name thereto as above written.

GWINN HARRIS,
Commissioner.

Depositions of witnesses produced, sworn, and examined, on Friday, the 5th day of January, in the year of our Lord 1849, at my office, in the town of Alexandria, in the Parish of Rapides, State of Louisiana, by virtue of a commission issuing out of the District Court of the United States, for the District of Texas, in chancery, to me, Gwinn Harris and T. F. Scott, M. R. Airail and Valentine F. Cotton, directed for the examination of witnesses, in a cause there depending in chancery between the Union Bank of Louisiana, complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, defendants, I, the acting commissioner under the said commission, having first taken the oath duly to the said commission, annexed, according to the tenor and effect thereof, and as thereby directed, on the part and behalf of the complainants, the Union Bank of Louisiana.

Deposition.

Nathaniel P. Mitchell, of the Parish of Rapides, and State of Louisiana, aged forty-five years, a witness produced, sworn by me on the Holy Evangelists, and examined on the part and behalf of the complainants, deposeth and saith as follows:—

In reply to the first interrogatory to him addressed—"That he knows Josiah S. Stafford and Jeanetta Kirkland, his wife, and has known said Stafford since 1826, and Jeanetta Kirkland since 1827."

In reply to the second interrogatory to him addressed, "That said Stafford resided on Bayou Bœuff, two miles above Cheneyville, and Jeanetta Kirkland on Bayou Robert, six miles from Alexandria, both in the Parish of Rapides, Louisiana; that said Stafford resided on Bayou Bœuff, above the town of Cheneyville two miles, as above-mentioned, until the year 1844, and Mrs. Jeanetta Kirkland with him and until same period. Stafford left his residence above stated in the fall of 1844, and Jeanetta Kirkland, his wife, in the spring of 1845."

In reply to the third interrogatory to him addressed, "That Josiah S. Stafford was seen by deponent in the fall of 1844 for last time—did not tell witness that he was going to Texas, but witness subsequently understood that he was then (at the time mentioned) on his way to Texas. Mrs. Jeanetta Kirkland, his wife, left for Texas, witness thinks in spring of 1845."

In reply to the fourth interrogatory to him addressed, "That he does not know positively (but that he understood that they were a good deal involved in debt)." [Objected to on the hearing, and excluded.]

In reply to the fifth interrogatory to him addressed, "That he does not know."

In reply to the sixth interrogatory to him addressed, "That when witness saw Stafford the last time he had no property with him except his horse; that he does not *know* that said Stafford took with

him any property to Texas, or caused any to be taken; it was *reported,* however, that said Stafford took with him to Texas all his slaves, or a number of them, and his mules and horses. Does not know the number, nor has never heard."

In reply to the seventh interrogatory to him addressed, "That he does not know."

In reply to eighth interrogatory to him addressed, "That he does not know—believes that they were on the plantation of said Stafford."

In reply to the ninth interrogatory to him addressed, "That he does not know."

In reply to the tenth interrogatory to him addressed, "That he does not know."

In reply to the eleventh interrogatory to him addressed, "That he does not know. The general opinion here was that said slaves (to wit, the slaves of said Stafford,) would be seized, but for what debt or debts witness does not know. Does not know that any portion of them *were* seized. Did not converse with said Stafford on the subject and did not know his opinion thereon—knows nothing further in reply to this interrogatory."

In reply to the twelfth interrogatory to him addressed, "That he does not know; said Stafford and his wife had some 50 or 60 hands besides a number of small slaves—they all disappeared, but where to witness does not know of his own knowledge, but understood they were taken to Texas."

In reply to thirteenth interrogatory to him addressed, "That he does not know."

In reply to fourteenth interrogatory to him addressed, "That he does not know."

In reply to 15th interrogatory to him addressed, "That he is own brother of said J. S. Stafford."

In reply to 16th interrogatoy to him addressed, "That he does not know."

In reply to 17th interrogatory to him addressed, "That he does not know; understood that at the death of his father he was worth about $12,000, or $15,000."

In reply to 18th interrogatory to him addressed, "That he does not believe that they are any ways, either by blood or connection, related."

In reply to 19th and last interrogatory to him addressed, "That he knows of nothing further in relation to the matter."

N. P. MITCHELL.

And I, Gwinn Harris, commissioner as aforesaid, do hereby certify that I reduced the above deposition to writing, in the presence of the witness, and read the same to him, whereupon he subscribed his name thereto, as above written.

GWINN HARRIS,
Commissioner.

Deposition of witnesses produced, sworn and examined on Saturday the 6th day of January, in the year of our Lord 1849, at my office, in the town of Alexandria, Parish of Rapides and State of Louisiana, by virtue of a commission issuing out of the District Court of the United States, for the District of Texas, in chancery, to me Gwinn Harris and T. F. Scott, M. R. Ariail, and Valentine F. Cotton, directed for the examination of witnesses in a cause there depending between the Union Bank of Louisiana, complainants, and Josiah S. Stafford, and Jeanetta Kirkland, his wife, defendants: I, the acting commissioner under the said commission, having first duly taken the oath to the said commission annexed, according to the tenor and effect thereof, and as thereby directed, on the part and behalf of the complainants, the Union Bank of Louisiana.

Deposition.

James D. Lloyd, of the Parish of Rapides, in the State of Louisiana, aged 44 years, a witness produced, sworn by me on the Holy Evangelists, and examined on the part and behalf of the complainants, deposeth and saith as follows:

In reply to the first interrogatory to him addressed, "That he knows both the parties defendants, J. S. Stafford, and his wife, Jeanetta Kirkland. Has known J. S. Stafford for last 18 years, and his wife for the last 12 years."

In reply to 2d interrogatory to him addressed, "That they have both resided on the plantation of said J. S. Stafford, about a mile above Cheneyville, in the Parish of Rapides and State of Louisiana, since witness knew them as man and wife, until they left for Texas. J. S. Stafford removed to Texas in spring of 1845, and his wife in the fall of the same year."

In reply to 3d interrogatory to him addressed, "That he has answered this interrogatory by his answer to the second."

In reply to 4th interrogatory to him addressed, "That he does not know of his own knowledge, but has understood that it was in consequence of debt." [Rejected on the hearing.]

In reply to the 5th interrogatory to him addressed, "That to his own knowledge, he knows of none that had been obtained against the defendants, and therefore knows nothing of the effect which such executions, &c., could or did have."

In reply to 6th interrogatory to him addressed,

"That Mr. J. S. Stafford stopped at witness' house on his way, as he, Stafford said, to Texas: he had with him at the time a wagon, and five negroes; as for the remainder of the negroes knows nothing of them, whether they were taken at the time, or subsequently, or at all."

In reply to 7th interrogatory to him addressed, "That none of

those that witness saw with Stafford at the time above mentioned, were under eight years of age."

In reply to 8th interrogatory to him addressed, "That he does not know; the five mentioned, left witness's house with Stafford."

In reply to 9th interrogatory to him addressed, "That some persons were on the plantation of said Stafford as a guard; one of them was Daniel Yeizer, of this parish, but witness thinks that the guard had left before the negroes were removed from the plantation."

In reply to 10th interrogatory to him addressed, "That he does not know."

In reply to 11th interrogatory to him addressed, "That he does not know the number; the general opinion was that the slaves would be seized and sold. Don't know whether any of them were actually seized. Had no conversation with Stafford on the subject."

In reply to 12th interrogatory to him addressed, "That all the negroes on the plantation had been in their possession for some eight or ten years, probably longer."

In reply to 13th interrogatory to him addressed, "That those that he saw, as above stated, were in wagons; as for the remainder, he does not know."

In reply to 14th interrogatory to him addressed, "That he does not know."

In reply to 15th interrogatory to him addressed, "That he is full brother."

In reply to 16th interrogatory to him addressed, "That he does not know (but understood that he was in Alexandria in this Parish)." [Objected to on the hearing, and excluded.]

In reply to 17th interrogatory to him addressed, "That he does not know."

In reply to 18th interrogatory to him addressed, "That they were and are no relation, or connexion to and of the said defendants."

In reply to 19th and last interrogatory to him addressed "That he knows nothing further that he deems material to either of the parties."

J. D. LLOYD.

And I, Gwinn Harris, commissioner as aforesaid, do hereby certify that I reduced the above deposition to writing in the presence of the witness, and read the same to him, whereupon he subscribed his name thereto as above written.

GWINN HARRIS,
Commissioner.

Afterwards, to wit, on the day and year aforesaid, The said complainants, by their counsel aforesaid, read in evidence the answers of Charles S. Leckie, to the following interrogatories heretofore filed in the said cause, taken under the commission heretofore set forth, in the words following, to wit:

Interrogatories.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.

In Chancery.

Interrogatories to be administered to Charles S. Leckie, a witness to be produced, sworn and examined in a certain cause now depending and at issue in the District Court of the United States, for the District of Texas, wherein the Union Bank of Louisiana are complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, are defendants, on the part of the said complainants.

First. Do you know the parties defendant in the title to these interrogatories named, or either, and which of them? How long have you known them respectively? Declare the truth, and your utmost knowledge, remembrance and belief herein.

Second. Where did the said defendants, or either of them, reside when you knew them? In what place or places? When did they remove from each place? Declare, etc.

Third. When did Josiah S. Stafford above-named remove to Texas? When did Mrs. Jeanetta Kirkland, his wife above-named, remove to Texas? Declare, etc.

Fourth. What property did the said Josiah S. Stafford take, or cause to be taken with him or for him to Texas? What and how many slaves did he take, or cause to be taken with him or for him to Texas? Declare, etc.

Fifth. How many of the slaves so taken were mortgaged? and if so, to what person or corporation? Declare, etc.

Sixth. How many of the negro slaves taken by the said Josiah S. Stafford, or with him or for him to Texas, were considered liable to be seized upon execution or executory process in Louisiana? What appeared to be the general opinion as to the probability of their being so seized? What did Josiah S. Stafford appear to think respecting it? What did he say? Declare, etc.

Seventh. How and when was the removal of the said slaves effected? Who took part in effecting it? Declare, etc.

Eighth. How many of the said slaves had been mortgaged to the said Union Bank of Louisiana? Declare, etc.

Ninth. What appeared to be the motive or object of the removal of the said slaves?

Tenth. What relation by blood is William M. Stafford, of Louisiana, to the said Josiah S. Stafford? What relation or connection is or was Isaac Thomas, or Micah P. Flint or Adelia E. Flint to Mrs. Jeanetta Kirkland, wife of the said Josiah? Declare, etc.

Eleventh. When did the said Mrs. Jeanetta Kirkland attain the age of twenty-one years? Declare, etc.

Twelfth and last. Do you know or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or which may be material to the subject of this your examination, or to the matters at issue in this cause? If yea, set forth the same fully and at large in your answer.

EBN. ALLEN & WM. G. HALE,
Solicitors and of Counsel for Complainants.

A true copy of the original.

THOS. BATES,
Clerk.
GWINN HARRIS,
Commissioner.

Deposition of witnesses produced, sworn and examined on Friday, the 5th day of January, in the year of our Lord 1849, at my office, in the town of Alexandria, in the Parish of Rapides and State of Louisiana, by virtue of a commission issuing out of the District Court of the United States, for the district of Texas, in chancery, to me, Gwinn Harris, and J. F. Scott, M. R. Ariail, and Valentine F. Cotton, directed for the examination of witnesses in a cause there depending in chancery, between the Union Bank of Louisiana, complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, defendants, I, the acting commissioner, under the said commission, having first duly taken the oath to the said commission annexed, according to the tenor and effect thereof, and as thereby directed, on the part and behalf of the complainants, the Union Bank of Louisiana.

Deposition.

Charles S. Leckie, of the Parish of Rapides, in the State of Louisiana, aged 33 years, a witness produced, sworn by me on the Holy Evangelists, and examined on the part and behalf of the complainants, deposeth and saith as follows:

In reply to the first interrogatory to him addressed:

"That he does."

In reply to second interrogatory to him addressed:

"That they resided on Bayou Bœuff, about a mile from the town of Cheneyville, in the Parish of Rapides, State of Louisiana. J. S. Stafford left in the spring of 1845, and Mrs. Stafford in the fall of 1845."

In reply to third interrogatory to him addressed:

"That J. S. Stafford left for Texas in spring of 1846, and Mrs. Stafford in the fall of the same year."

In reply to fourth interrogatory to him addressed:

"That said J. S. Stafford took with him, or caused to be taken to Texas, all his slaves (with the exception of two), amounting to upwards of one hundred in number, and all his horses and mules and wagons. Witness knew very few of the slaves by name."

In reply to the fifth interrogatory to him addressed:

"That all the slaves of said Stafford were mortgaged to the Union Bank of Louisiana, and a portion of them, by second mortgage, to the Canal Bank."

In reply to sixth interrogatory to him addressed:

"That the whole of them were liable to seizure, upon execution or executory process. The general opinion was that said slaves were under seizure; and in fact they were. Stafford was under the impression that all the slaves would be sold, judging from a conversation witness had with him."

In reply to the seventh interrogatory to him addressed:

"That the removal of said slaves to Texas was some time in March, 1845. The guard left upon the plantation by the sheriff had left, with the exception of one or two. The negroes, from what witness can ascertain, were removed from the rear of the plantation, through the swamp and the pine woods, to Texas. Does not know who took part in the removal of the slaves."

In reply to the eighth interrogatory to him addressed:

"That the whole of them, witness believes, were mortgaged to the Union Bank of Louisiana."

In reply to ninth interrogatory to him addressed:

"That it was to avoid the sale of the property by the Union Bank."

In reply to tenth interrogatory to him addressed:

"That he is a brother. Isaac Thomas, Micah P. Flint, and Adelia E. Flint were not related or connected with Mrs. Stafford."

In reply to eleventh interrogatory to him addressed:

"That he does not know."

In reply to twelfth and last interrogatory to him addressed:

"That he knows nothing further and material, except that he was at the time acting as deputy sheriff for Wm. R. Leckie, and that a guard had been placed upon the property at the request of the complainants; that a day or two after the removal of the slaves, witness repaired to the plantation of said Stafford, distant about 31 miles from Alexandria, and there found nothing but some corn, and fodder, and cattle, and two old negro slaves."

CHAS. S. LECKIE.

And I, Gwinn Harris, commissioner as aforesaid, do hereby certify that I reduced the above deposition to writing in the presence of the witness, and read the same to him, whereupon he subscribed his name thereto as above written.

GWINN HARRIS,
Commissioner.

Afterwards, to wit, on the day and year aforesaid, the said complainants, by their counsel aforesaid, read in evidence the answers of Isaac Thomas to the following cross-interrogatories heretofore filed in the said cause, taken under the commission hereinbefore set forth, in the words following, to wit:—

Cross-Interrogatories.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.

In Chancery.

Cross-interrogatories to be administered to Isaac Thomas, a witness to be produced, sworn, and examined in a certain cause now depending and at issue in the District Court of the United States for the district of Texas, wherein the Union Bank of Louisiana are complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, are defendants, on the part of the defendant, Jeanetta Stafford, addressed to him by the said complainants.

First. Did you bid off any property at a sale made at the suit of the New Orleans Canal and Banking Company against Josiah S. Stafford and Jeanetta Kirkland, his wife, in 1840? If yea, state at what precise time such sale was made, and for what cause.

Second. How much money did you pay on such bid at the time of the sale or before the delivery of the sheriff's deed to you? To whom did you pay it?

Third. Did you after such sale ever execute a mortgage on the property so bid off by you to the said New Orleans Canal and Banking Company? What was the consideration for which you gave such mortgage?

Fourth. Among the property so bid off by you were there any negro slaves? If yea, did you or not take possession of said slaves and retain possession thereof? How long did you retain possession thereof?

Fifth. Did the said negro slaves so bid off by you remain in the possession or under the control of Josiah S. Stafford after such sale? If so, what consideration in money induced you to leave them there?

Sixth. Was there ever any understanding between you and the said Josiah S. Stafford and Jeanetta Stafford that you would reconvey the said negro slaves so bid off by you to the said Jeanetta? If yea, state when such understanding existed, and why such re-conveyance was not made.

Seventh. Did the negro slaves mortgaged by Josiah S. Stafford

and Jeanetta Stafford to the Union Bank of Louisiana remain in the possession and on the plantation of the said Josiah till the month of February, A. D. 1845? If nay, where else and in whose possession?

Eighth. Did or did not the said Josiah S. Stafford aid and assist in, or procure the removal of, the said negro slaves, so mortgaged, to Texas, about the said month of February, 1845? If yea, state the circumstances which attended such removal or induced it.

Ninth. Did or did not the said Josiah S. Stafford intend and purpose, by such removal, to prevent the sale of the said negro slaves at the suit of the said Union Bank?

Tenth. Look at the paper-writing, filed on the 23d day of September, A. D. 1844, in the office of the district clerk of the Parish of Rapides, among the papers of the suit entitled, "Jeanetta Kirkland, wife of J. S. Stafford, *vs.* Her Husband," purporting to be a copy of the judgment in said suit, and at the endorsement thereon, purporting to be the transfer of the said judgment by the said Jeannetta Kirkland to William M. Stafford; state whether or no the signature of "J. Stafford," annexed to such transfer, is in the handwriting of the said Jeanetta Kirkland; and annex a true copy of the said copy of judgment and endorsement thereon to your answer.

Eleventh. What was the value of the property owned by William M. Stafford, in the State of Louisiana, about the beginning of the year 1845, exclusive of the negro slaves since mortgaged, as aforesaid, by the said Josiah S. and Jeanetta Stafford to the said Union Bank? What did such property consist?

Twelfth. What relation is or was Adelia E. Flint to you?

Thirteenth and last. Do you know, or can you set forth, any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or which may be material to the subject of this your examination, or to the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

EBN. ALLEN and WM. G. HALE,
Solicitors and of Counsel for Complainants.

A true copy of the original.

JAMES LOVE,
Clerk.
GWINN HARRIS,
Commissioner.

Deposition of witnesses produced, sworn, and examined, on Friday, the 5th day of January, in the year of our Lord 1849, at my office, in the town of Alexandria, Parish of Rapides, Louisiana, by virtue of a commission issuing out of the District Court of the United States for the District of Texas, in Chancery, to me, Gwinn Harris and J. F. Scott, M. R. Ariail and Valentine F. Cotton, directed

for the examination of witnesses in a cause there depending in chancery, between the Union Bank of Louisiana, complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, I, the acting commissioner under the said commission, having first duly taken the oath to the said commission annexed, according to the tenor and effect thereof, and as thereby directed, on the part and behalf of the complainants, the Union Bank of Louisiana.

Deposition.

Isaac Thomas, of the Parish of Rapides, and State of Louisiana, aged fifty-six years, a witness produced, sworn by me on the Holy Evangelists, and examined on the part and behalf of the complainants, deposeth and saith as follows:—

In reply to the first cross-interrogatory to him addressed—"That he did; does not know the precise time; sale was made under a mortgage of the Canal Bank."

In reply to second cross-interrogatory to him addressed—"That he paid none. Witness had made an arrangement with the Canal Bank to become the purchaser under its mortgage, and to pay its, the bank, debt, in order to secure himself in some measure, being at the time J. S. Stafford's security for a large amount."

In reply to third cross-interrogatory to him addressed—"That he did—the consideration was the debt due by said Stafford to the said bank, and under which the property was sold."

In reply to fourth cross-interrogatory to him addressed—"That there was. Witness considered them in his possession, but by an agreement with Mrs. Jeanetta Stafford, they were left upon the plantation; does not recollect the time of possession."

In reply to fifth cross-interrogatory to him addressed—"That the negroes remained upon the plantation as before stated, under an arrangement with Mrs. Stafford, but under the general superintendence of J. S. Stafford, as the agent of both. There was no consideration in money; the negroes were left on the plantation under an arrangement with Mrs. Stafford, that contemplated her becoming the purchaser of the remainder of the negroes and the land, and making a joint stock between her and witness, of the whole; that is of witness's negroes, and Mrs. Stafford's negroes and land, upon terms fixed between witness and said Mrs. Stafford."

In reply to sixth cross-interrogatory to him addressed—"That there was no understanding between witness and defendants that he would re-convey the negroes aforesaid to said defendants."

In reply to seventh cross-interrogatory to him addressed—"That J. S. Stafford and wife lived upon the plantation till February, 1845, but witness does not know in whose possession said negroes were, but is under the impression that the legal possession had passed to Wm. M. Stafford."

In reply to eighth cross-interrogatory to him addressed—"That he does not know."

In reply to ninth cross-interrogatory to him addressed—"That he does not know."

In reply to tenth cross-interrogatory to him addressed—"That he has inspected the paper referred to, and upon comparing the signature thereto, with a signature to a public act, signed by Mrs. Stafford, and witness, witness thinks that the signature referred to, is the signature of Jeanetta Stafford."

In reply to eleventh cross-interrogatory to him addressed—"That he does not know."

In reply to twelfth cross-interrogatory to him addressed—"That she is the daughter of witness."

In reply to thirteenth and last interrogatory to him addressed—That he knows nothing further that he conceives material to either of the parties, unless it be to state that in making the transaction with Union Bank, by which Mrs. Stafford bound herself for thirty thousand dollars, he was actuated by no other motive than in consulting her interest, and if he failed to do so, and in making the arrangement misconceived her interest, he was unfortunate, as by the same act he incurred the hostility of the bank."

J. THOMAS.

And I, Gwinn Harris, commissioner, as aforesaid, do hereby certify that I reduced the above deposition to writing, in the presence of the witness, and read the same to him. Whereupon he subscribed his name thereto, as above written.

GWINN HARRIS,
Commissioner.

SIXTH DISTRICT COURT, PARISH OF RAPIDES,
May Term, 1841.

JEANETTA KIRKLAND, WIFE OF J. S. STAFFORD,
vs.
HER HUSBAND.

By reason of the law and the evidence in this case being in favor of the plaintiff, her demand and the embarrassed situation of her husband's affairs being fully proven, it is ordered, adjudged, and decreed that she be separated in property from the defendant, her said husband, and that she be authorized to administer her property as a feme sole, and it is further ordered, adjudged and decreed that the plaintiff, Jeanetta Kirkland, wife of J. S. Stafford, do recover from the defendant, J. S. Stafford, the sum of sixty-six thousand and seventy-six dollars and sixty-seven and a half cents, with judicial interest from the 19th day of March, 1840, the day of judicial demand, the said sum being the amount of her paraphernal funds, received and used by her said husband, with the benefit of mortgage upon the real estate, and slaves owned by the said Stafford, upon the sixth day of March, 1835 (eighteen

hundred and thirty-five), for the sum of fifteen hundred dollars, and upon the real estate and slaves owned by the said Stafford, on the 5th day of May, 1836, for the sum of seven thousand, four hundred and forty dollars, and upon all the real estate and slaves owned by the said Stafford, on the 18th day of July, 1836, for the sum of thirty-five thousand, five hundred and twenty-three dollars and sixty-six cents, and upon all the real estate and slaves owned by the said Stafford, upon the 2d day of November, 1838, for the sum of twenty-two thousand, six hundred and thirteen dollars and forty-one and a half cents; and it is further ordered, adjudged and decreed, that she do recover the costs of this suit to be taxed. Done and signed in open court, this 7th day of June, 1841.

H. BOYCE,
Judge of the Sixth District.

The foregoing is a true copy of the original judgment on file and of record in my office.

In testimony whereof I have hereunto set my hand and affixed the seal of the said court at the town of Alexandria, on this 5th day of January, A. D. 1849.

[SEAL.] J. HALE,
Clerk.

For a valuable and adequate consideration, I, the undersigned, with the assistance and authorization of my husband, J. S. Stafford, as is manifested by his signature hereto, do by these presents, bargain, assign, transfer and deliver unto William M. Stafford, the within judgment, with a subrogation to all its rights of mortgage and privilege.

J. STAFFORD,
J. S. STAFFORD.

September 18th, 1844.

Filed September 24, 1844, M. R. ARIAIL,
Deputy Clerk.

The foregoing is a true copy of the original transfer and assignment endorsed on the foregoing judgment, and with it on file and of record in my office. In testimony whereof, I have hereunto signed my name and affixed the seal of my office, this 5th day of January, A. D. 1849.

[SEAL.] J. HALE,
Clerk.

And with the several depositions hereinbefore stated, were returned to the court here and filed in the cause but not read in evidence by either party, the answers of James A. McWaters to the following

original and additional interrogatories, taken under the commission hereinbefore set forth and in the words following, to wit:

Interrogatories.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.

In Chancery.

Interrogatories to be administered to James Alexander McWaters, a witness to be produced, sworn and examined in a certain cause now depending and at issue in the District Court of the United States for the District of Texas, wherein the Union Bank of Louisiana are complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, are defendants, on the part of the complainants.

First. Are you acquainted with the parties defendants in the title to these interrogatories named, or either and which of them? How long have you been acquainted with them respectively? Declare the truth and your utmost knowledge, remembrance and belief herein.

Second. When did you first visit Texas? at how many subsequent times and when? Where do you now reside? Where have usually resided for the last five years? Declare, etc.

Third. For what purpose and with what intention did you come to Texas? How long at any one time did you remain in that country? Declare, etc.

Fourth. How much land did you ever own in Texas? Where situated, and by what titles did you hold it? Declare, etc.

Fifth. How much land in Texas did you own, on or before the In how many different tracts or parcels? In what county was each tract or parcel? Declare, etc.

Sixth. By what titles from the sovereignty of the soil, the States of Coahuila and Texas, or the Republic of Texas, were each of the said tracts of land so owned by you, severed from the public domain? Declare and specify distinctly.

Seventh. To whom were such titles originally issued, and by what mesne conveyances had the ownership passed to you? State specifically as to each tract.

Eighth. Where were these mesne conveyances recorded, in what county? Declare, etc., and specify as to each tract.

Ninth. Did you receive any one or more of these tracts of land from Josiah S. Stafford or his said wife, or William M. Stafford? Declare, etc., and if so, state for what consideration.

Tenth. Did you purchase or otherwise obtain one or more of these tracts of land, at the instance or procurement, or in any by

the influence and means of the said Josiah S. Stafford or his said wife or William M. Stafford? If so, state how many of the tracts, and how you obtained them, and for what consideration, and for what object? Declare, etc.

Eleventh. How many and which, if any of the said tracts of land did you ever convey to William M. Stafford? State specifically.

Twelfth. When did you so convey the said tracts of land to William M. Stafford? Declare, etc.

Thirteenth. For what consideration was such conveyance made.?

Fourteenth. If such conveyance was in writing, did you sign it with your own hand and affix your seal thereto? Declare, etc.

Fifteenth. Where was such conveyance recorded? In what county or counties? Declare, etc.

Sixteenth. In what county or counties did the tracts of land so conveyed by you to the said William M. Stafford lie? Declare, etc.

Seventeenth. By what titles from the sovereignty of the soil, and what mean conveyances were the said tracts of land so conveyed, held by you? Declare, etc., and state specifically.

Eighteenth. What price of consideration had you actually paid for such tracts or parcels of land so conveyed, and to whom? State specifically.

Nineteenth. Do you recollect a deed of trust said to be executed by William M. Stafford in Texas about the 9th day of April, A. D. 1845, wherein certain negro slaves were pretended to be conveyed to you in trust for Mrs. Jeanetta Kirkland Stafford, one of the defendants in this cause, and to her heirs that may be living at her death? If yea, state whether and how long such deed of trust or conveyance remained in your possession.

Twentieth. Who had said deed recorded? Who paid the expenses of recording? In whose possession does said deed remain, so far as you know? Declare, etc.

Twenty-first. How long a time, if at all, did you hold possession of the negro slaves mentioned in said conveyance or deed? When did you last have possession of the same, with the control and management thereof? Declare, etc.

Twenty-second. How much, if any, of the profits of the labor or the hire of the said slaves mentioned in the said deed have you received? How much have you paid over, and to whom? Declare, etc.

Twenty-third. Where, if anywhere, did you employ the said slaves? To whom have you at any time hired them or any of them, and upon what contracts of hire? State specifically.

Twenty-fourth. In whose possession were said slaves when you left Texas? Declare, etc.

Twenty-sixth. Who has had the managemant and control of the said slaves besides yourself? Declare, etc.

Twenty-seventh. Who brought or assisted in bringing the said slaves into Texas? When were they brought to Texas, for what

declared object or reason were they brought to Texas? Declare, etc.

Twenty-eighth. What relation by blood is William M. Stafford of Louisiana to Josiah S. Stafford of Texas? What relation or connexion is or was Isaac Thomas or Micah P. Flint, or Adelia E. Flint, to Mrs. Jeanetta Kirkland Stafford, one of the defendants in this cause, and wife of the said Josiah? Declare, etc.

Twenty-ninth. When did Mrs. Jeanetta Kirkland Stafford, one of the defendants hereto, arrive at the age of twenty-one years? Declare, etc.

Thirtieth. When did you last leave Texas? How soon and when after the 9th day of April, A. D. 1845, did you leave Texas? How much time in all have you spent in Texas since? Declare, etc.

Thirty-first and last. Do you know or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, that may be material to the subject of this your examination, or to the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

EBN. ALLEN & WM. G. HALE,
Solicitors and of Counsel for Complainants.

A true copy of the original,

THOS. BATES,
Clerk.
GWINN HARRIS,
Commissioner.

Deposition of witnesses produced, sworn and examined on Friday, the 5th day of January, in the year of our Lord 1849, at my office, in the town of Alexandria, Parish of Rapides and State of Louisiana, by virtue of a commission issuing out of the District Court of the United States, for the District of Texas, in Chancery, to me, Gwinn Harris, and T. F. Scott, M. R. Ariail and Valentine F. Cotton, directed for the examination of witnesses in a cause there depending in chancery, between the Union Bank of Louisiana, complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, defendants. I, the acting commissioner under the said commission, having first duly taken the oath to the said commission annexed, according to the tenor and effect thereof, and as thereby directed on the part and behalf of the complainants, the Union Bank of Louisiana.

Deposition.

James Alexander McWaters, of the Parish of Rapides, in the State of Louisiana, aged 28 years, a witness produced, sworn by me on the Holy Evangelists, and examined on the part and behalf of the complainants, deposeth and saith as follows:

the influence and means of the said Josiah S. Stafford or his said wife or William M. Stafford? If so, state how many of the tracts, and how you obtained them, and for what consideration, and for what object? Declare, etc.

Eleventh. How many and which, if any of the said tracts of land did you ever convey to William M. Stafford? State specifically.

Twelfth. When did you so convey the said tracts of land to William M. Stafford? Declare, etc.

Thirteenth. For what consideration was such conveyance made.?

Fourteenth. If such conveyance was in writing, did you sign it with your own hand and affix your seal thereto? Declare, etc.

Fifteenth. Where was such conveyance recorded? In what county or counties? Declare, etc.

Sixteenth. In what county or counties did the tracts of land so conveyed by you to the said William M. Stafford lie? Declare, etc.

Seventeenth. By what titles from the sovereignty of the soil, and what mean conveyances were the said tracts of land so conveyed, held by you? Declare, etc., and state specifically.

Eighteenth. What price of consideration had you actually paid for such tracts or parcels of land so conveyed, and to whom? State specifically.

Nineteenth. Do you recollect a deed of trust said to be executed by William M. Stafford in Texas about the 9th day of April, A. D. 1845, wherein certain negro slaves were pretended to be conveyed to you in trust for Mrs. Jeanetta Kirkland Stafford, one of the defendants in this cause, and to her heirs that may be living at her death? If yea, state whether and how long such deed of trust or conveyance remained in your possession.

Twentieth. Who had said deed recorded? Who paid the expenses of recording? In whose possession does said deed remain, so far as you know? Declare, etc.

Twenty-first. How long a time, if at all, did you hold possession of the negro slaves mentioned in said conveyance or deed? When did you last have possession of the same, with the control and management thereof? Declare, etc.

Twenty-second. How much, if any, of the profits of the labor or the hire of the said slaves mentioned in the said deed have you received? How much have you paid over, and to whom? Declare, etc.

Twenty-third. Where, if anywhere, did you employ the said slaves? To whom have you at any time hired them or any of them, and upon what contracts of hire? State specifically.

Twenty-fourth. In whose possession were said slaves when you left Texas? Declare, etc.

Twenty-sixth. Who has had the managemant and control of the said slaves besides yourself? Declare, etc.

Twenty-seventh. Who brought or assisted in bringing the said slaves into Texas? When were they brought to Texas, for what

declared object or reason were they brought to Texas? Declare, etc.

Twenty-eighth. What relation by blood is William M. Stafford of Louisiana to Josiah S. Stafford of Texas? What relation or connexion is or was Isaac Thomas or Micah P. Flint, or Adelia E. Flint, to Mrs. Jeanetta Kirkland Stafford, one of the defendants in this cause, and wife of the said Josiah? Declare, etc.

Twenty-ninth. When did Mrs. Jeanetta Kirkland Stafford, one of the defendants hereto, arrive at the age of twenty-one years? Declare, etc.

Thirtieth. When did you last leave Texas? How soon and when after the 9th day of April, A. D. 1845, did you leave Texas? How much time in all have you spent in Texas since? Declare, etc.

Thirty-first and last. Do you know or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, that may be material to the subject of this your examination, or to the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

EBN. ALLEN & WM. G. HALE,
Solicitors and of Counsel for Complainants.

A true copy of the original,

THOS. BATES,
Clerk.
GWINN HARRIS,
Commissioner.

Deposition of witnesses produced, sworn and examined on Friday, the 5th day of January, in the year of our Lord 1849, at my office, in the town of Alexandria, Parish of Rapides and State of Louisiana, by virtue of a commission issuing out of the District Court of the United States, for the District of Texas, in Chancery, to me, Gwinn Harris, and T. F. Scott, M. R. Ariail and Valentine F. Cotton, directed for the examination of witnesses in a cause there depending in chancery, between the Union Bank of Louisiana, complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, defendants. I, the acting commissioner under the said commission, having first duly taken the oath to the said commission annexed, according to the tenor and effect thereof, and as thereby directed on the part and behalf of the complainants, the Union Bank of Louisiana.

Deposition.

James Alexander McWaters, of the Parish of Rapides, in the State of Louisiana, aged 28 years, a witness produced, sworn by me on the Holy Evangelists, and examined on the part and behalf of the complainants, deposeth and saith as follows:

In reply to the first interrogatory to him addressed:

"That he is acquainted with both the parties defendant to this suit; has known J. S. Stafford for 15 years; has not known Mrs. Stafford so long."

In reply to second interrogatory to him addressed:

"That he visited Texas in the fall of 1841 and winter of 1842 for first time; again in the fall of 1843, at which time he remained there permanently, considering said Texas as his residence until Dec'r, 1845, when he removed to his present residence in the Parish of Rapides, Louisiana. From 1843 to 1845 he visited Louisiana several times on business."

In reply to third interrogatory to him addressed:

"That he went to Texas at first with a view of looking at the country, and subsequently to settle there in the practice of the law."

In reply to fourth interrogatory to him addressed:

"That he owned half a league of land on the Brazos, also sundry leagues of land transferred, he believes, to him by J. S. Stafford, situated in Eastern Texas, but never having seen the title papers, cannot say positively. The half league referred to was received from Dr. Robert Peebles, and the other claims he knows nothing about. The half league was witness's own property, but the other lands witness paid no consideration for, and knew nothing about them."

In reply to sixth interrogatory to him addressed:

"That he does not know, never having seen the title papers, except as to the half league, which he believes was a Mexican grant to said Dr. Peebles."

In reply to seventh interrogatory to him addressed, "That his answer is contained in his preceding answers herein."

In reply to 8th interrogatory to him addressed, "That he does not know, except as to the half league which was recorded in the county of Milam."

In reply to 9th interrogatory to him addressed, "That as well as he recollects, the titles of several leagues of land were conveyed to him by J. S. Stafford, for which he paid no consideration."

In reply to 10th interrogatory to him addressed, "That he has answered this interrogatory already, as above set forth. There was no object assigned."

In reply to 11th interrogatory to him addressed, "That he does not reccollect how many."

In reply to 12th interrogatory to him addressed, "That he does not recollect, having never seen the deed since, and having no copy."

In reply to 13th interrogatory to him addressed, "That there was no actual consideration."

In reply to 14th interrogatory to him addressed, "That he did."

In reply to 15th interrogatory to him addressed, "That he does not know."

In reply to 16th interrogatory to him addressed, "That he does not know."

In reply to 17th interrogatory to him addressed, "That he has already answered this interrogatory."

In reply to 18th interrogatory to him addressed, "That he has already answered this interrogatory."

In reply to the 19th interrogatory to him addressed, "That he recollects said deed of trust, and that it was never in his possession."

In reply to 20th interrogatory to him addressed, "That he does not know."

In reply to 21st interrogatory to him addressed, "That he never was in actual possession of them."

In reply to 22d interrogatory to him addressed, "That he never received any, and has therefore never paid, paid over any."

In reply to 23d interrogatory to him addressed, "That he never employed them, never hired them."

In reply to 24th interrogatory to him addressed, "That he does not know, unless they were in possession of Josiah S. Stafford."

In reply to 26th interrogatory to him addressed, "That he never had any possession actually, nor control; does not know who has had."

In reply to 27th interrogatory to him addressed, "That he does not know, does not know the time. Witness, when Stafford (J. S.) first came to Texas, acting in conjunction with John W. Harris as said Stafford's counsel, although he had never been specially retained as his counsel, and he cannot now say whether the revelations made by Stafford to him in relation to his property were intended as private or not. In the course of witness's practice he has acted at times as counsel for others, and considered himself bound by professional secrecy although not specially retained. Witness of his own knowledge knows nothing whatever of the motives and reasons of Stafford in going to Texas."

In reply to 28th interrogatory to him addressed, "That he is full brother. That they are none."

In reply to 29th interrogatory to him addressed, "That he does not know."

In reply to 30th interrogatory to him addressed, "That he left them in December, 1845, and has never been there since, except in summer of 1846, when he called at Galveston for two weeks on his way from Mexico."

In reply to 31st and last interrogatory to him addressed, "That in April, 1845, at the San Fillippe court in Austin county, Texas, J. S. Stafford called upon witness and requested him to act as trustee for his wife. Stafford stated as a reason that he was a stranger in the county, and preferred that witness should act in that relation from their mutual acquaintance. That witness consented to do so, knowing that his wife had some legal rights upon him, but what those rights were, witness did not know. That in consenting to act as trustee, witness looked upon the transactions occurring between J.

S. Stafford, Wm. M. Stafford, and himself, simply as matters of form, preliminary to the execution of any deed of trust to witness. And furthermore in so acting, witness was induced from friendly feelings towards defendants, solely, and without any design of defeating any claim of the Union Bank, or of any other creditor of the said Stafford, but simply that the rights of Mrs. Stafford, which she held by the laws of Louisiana, might not be defeated."

JAS. A. McWATERS.

And I, Gwinn Harris, commissioner as aforesaid, do hereby certify that I reduced the above deposition to writing in the presence of the witness and read the same to him, whereupon he subscribed his name thereto as above written.

GWINN HARRIS,
Commissioner.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
AND
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.

In Chancery.

Additional interrogatories to be administered to James Alexander McWaters, a witness to be produced, sworn, and examined in a certain cause now depending, and at issue in the District Court of the United States, for the district of Texas, in chancery, wherein the Union Bank of Louisiana are complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, are defendants, on the part of the said complainants.

First additional interrogatory. Where did you first learn that Josiah S. Stafford, and Jeanetta Kirkland, his wife, had executed a mortgage upon some of their negro slaves, in favor of the Union Bank of Louisiana? To secure what amount of money was such mortgage given? When was it given? Declare, etc.

Second additional interrogatory. How long before the date of the deed of trust from William M. Stafford to you, that is the 9th day of April, 1845, had you heard of the existence of any mortgage upon the negro slaves mentioned therein in favor of the said Union Bank, and of the levy of an execution or executory process thereon, at the suit of said Bank? Declare, etc.

Third additional interrogatory. What did you know at the time before-mentioned of the circumstances and reasons which induced the said Josiah to remove the said negroes to Texas? And what were those circumstances, reasons and manner? State specifically.

Fourth additional interrogatory. Do you know anything respecting the time, mode and object of removing the said slaves to Texas?

If yea, state all that you know, and when you first learned it, and from whom.

Fifth additional interrogatory. Who desired or requested you to come to Texas? Who advised or requested the execution of the said deed of trust to you? Declare, etc.

Sixth additional interrogatory. Look at the paper writing filed on the 23d day of September, A. D. 1844, in the office of the District Clerk of the Parish of Rapides, among the papers of the suit entitled "Jeanetta Kirkland, wife of J. S. Stafford, vs. Her Husband," purporting to be a copy of the judgment in said suit, and at the endorsement thereon purporting to be the transfer of the said judgment by the said Jeanetta Kirkland, to William M. Stafford; state whether or not the signature of "J. Stafford" annexed to such transfers is in the handwriting of the said Jeanetta, and annex a true copy of the said copy of judgment and endorsement thereon to your answer.

Seventh additional interrogatory and last. Do you know or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

EBN. ALLEN & WM. G. HALE,
Solicitors and of Counsel for Compl'ts.

A true copy of the original.

JAMES LOVE,
Clerk.
GWINN HARRIS.
Commissioner.

Depositions of witnesses, produced, sworn and examined on Monday, the 8th day of January, in the year of our Lord 1849, at my office in the town of Alexandria, Parish of Rapides, Louisiana, by virtue of a commission issuing out of the District Court of the United States for the District of Texas, in Chancery, to me Gwinn Harris, and J. F. Scott, M. R. Ariail and Valentine F. Cotton, directed for the examination of witnesses, in a cause there depending in Chancery, between the Union Bank of Louisiana, complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, defendants, I, the acting commissioner under the said commission having first duly taken the oath to the said commission annexed, according to the tenor and effect thereof, and as thereby directed, on the part and behalf of the complainants, the Union Bank of Louisiana.

Deposition.

James Alexander MacWaters, of the Parish of Rapides, and State of Louisiana, a witness aged 28 years, and produced, sworn by me

on the Holy Evangelists, and examined on the part and behalf of the complainants, deposeth and saith as follows:

In reply to 1st additional interrogatory to him addressed:

"That he first heard it in the Parish of Rapides, some years ago; cannot say exactly when; does not know what amount it was given to secure, nor when it was given."

In reply to 2d additional interrogatory, to him addressed:

"That he had heard of the existence of the mortgages in favor of the Union Bank, several years before the date of the deed of trust, but never heard of any execution or executory process until he saw J. S. Stafford and his brother William Stafford at the San Filippe Court in Texas."

In reply to 3d additional interrogatory to him addressed:

"That he knew nothing whatever of them, never had had any business relations with either of the Staffords until the date of the deed of trust."

In reply to 4th additional interrogatory to him addressed:

"That he knows nothing of it; the first time he heard of it was at the residence of Mr. Groves, in Austin County, Texas; does not know from whom he heard it."

In reply to 5th additional interrogatory to him addressed:

"That no one desired or requested witnesses to go to Texas; that the deed of trust was executed at the instance of J. S. Stafford."

In reply to sixth additional interrogatory to him addressed:

"That he has looked at the paper referred to, but cannot say that the signature is or is not in the handwriting of Jeanetta Stafford, having never seen her write or sign her name."

In reply to seventh additional interrogatory to him addressed:

"That he knows nothing further and material to either of the parties."

JAS. A. McWATERS.

And I, Gwinn Harris, commissioner as aforesaid, do hereby certify that I reduced the above deposition to writing in the presence of the witness, and read the same to him; whereupon he subscribed his name thereto, as above written.

GWINN HARRIS,
Commissioner.

Judgment.

THE STATE OF LOUISIANA, DISTRICT COURT,
Parish of Rapides.

I hereby certify, that on the 7th day of June, 1841, judgment was entered in this court, in the suit of Jeanetta Kirkland, wife of J. S. Stafford, her husband, in the words and figures following, to wit:

IN THE DISTRICT COURT, PARISH OF RAPIDES,
May Term, 1841.

JEANETTA KIRKLAND, WIFE OF J. S. STAFFORD,
vs.
HER HUSBAND, J. S. STAFFORD.

By reason of the law and evidence in this case being in favor of the plaintiff, her demand, and the embarrassed situation of her husband's affairs being fully proven, it is ordered, adjudged, and decreed, that she be separated in property from the defendant, her said husband, and that she be authorized to administer her property as a feme sole. And it is further ordered, adjudged, and decreed, that the plaintiff, Jeanetta Kirkland, wife of J. S. Stafford, do recover from the defendant, J. S. Stafford, the sum of sixty-six thousand and seventy-six dollars and sixty-seven and a half cents, with judicial interest from the 19th day of March, 1840, the day of judicial demand, the said sum being the amount of her paraphernal funds received and used by her said husband, with the benefit of mortgage on all the real estate and slaves owned by the said Stafford on the 6th day of March, 1835 (eighteen hundred and thirty-five), for the sum of fifteen hundred dollars, and upon the real estate and slaves owned by the said Stafford on the 5th day of May, 1836, for the sum of seven thousand five hundred and forty dollars, and upon all the real estate and slaves owned by the said Stafford on the 18th day of July, 1836, for the sum of thirty-five thousand five hundred and twenty-three dollars and sixty-six cents, and upon all the real estate and slaves owned by the said Stafford on the 20th day of November, 1838, for the sum of twenty-two thousand six hundred and thirteen dollars and forty-one and a half cents. And it is further ordered, adjudged and decreed, that she do recover the costs of this suit to be taxed.

Done and signed in open court this 7th day of June, 1841.

H. BOYCE,
Judge of the Sixth District.

In testimony whereof I have hereunto set my hand and seal of the said court, at the town of Alexandria, on this 16th day of September, in the year of our Lord one thousand eight hundred and forty-four, in the sixty-ninth year of the independence of the United States.

[SEAL.]

M. R. AIRAIL,
Deputy Clerk.

For a valuable and adequate consideration, I, the undersigned, with the assistance and authorization of my husband, J. S. Stafford, as is manifested by his signature hereto, do, by these presents, bargain, assign, transfer, and deliver unto William M. Stafford, the

within judgment, with a subrogation to all its rights of mortgage and privilege, September 18th, 1844.

J. STAFFORD.
J. S. STAFFORD.

Filed September 24, 1844.

M. R. AIRAIL,
Deputy Clerk.

CLERK'S OFFICE,
District Court Parish of Rapides.

I certify the foregoing to be a true copy of the original on file in this office in the above-recited cause.

Given under my hand and the seal of said court, at Alexandria, the fifth day of January, 1849.

[SEAL.] JOSIAH HALE,
Clerk.

Afterwards, to wit, on the third day in July, in the year aforesaid, the following order was made by the court, to wit:

Order.

On this day the motion of complainants' counsel, filed on the day of 1849, requiring Jeanetta Kirkland, one of the defendants, upon the hearing of this cause to file exhibits one, two, and three, referred to in the answering part of her answer, amendments thereto, and made part thereof, and also exhibits four, five six, and seven, referred to in the defence part of said answer, came on to be heard, after argument of counsel, it is ordered that the motion of complainants be overruled.

Afterwards, to wit, on the ninth day of July, in the year aforesaid, to which said day the hearing of this cause was continued, the said complainants, by their counsel aforesaid, read in evidence to the said court here, the answers of Leander H. M'Neill, Eli Mercer, and Nathaniel F. Williams, taken under the commission and on the interrogatories hereinafter stated in the words following, with the exceptions noted in the margin, to wit:

The President of the United States of America. To Thomas Bates, A. M. Hughes, and David Ayres, of the State of Texas, or either, and each of them—Greeting:

Know ye, that I, in consequence of your prudence and fidelity, have appointed, and by these presents do give unto you, and each of you, full power and authority diligently to examine all witnesses whatever upon certain interrogatories, to be exhibited to you in a cause, now depending and at issue in chancery, in the District Court of the United States, for the District of Texas, wherein the Union Bank of Louisiana are complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, are defendants; and therefore I command that

one of you do at certain days and places to be appointed for that purpose, cause the witnesses named in the title to say interrogatories, or such of them as shall he delivered to you, to come before you, and then and there examine them apart upon the said interrogatories, either on their respective corporal oaths, first taken before you upon the Holy Evangelists, or in case of Quakers, upon their solemn affirmation and declaration, or in such other solemn manner as is or may be authorized by law, and that you do take such their examinations and reduce them into writing; and when you shall have so taken them, you are to send the same to the clerk of the above named court, without delay whatsoever; it shall be closed up under your seal distinctly and plainly set together, with the said interrogatories and this writ. And I further command you, that before you act in or be present at the swearing or examining any witness or witnesses, you do take and subscribe the oath specified in the schedule hereunto annexed, before a commissioner of the United States or a judge of some court of record.

Witness the honorable John C. Watrous, Judge of the District Court of the United States, for the District of Texas, and seal of the said court, this second day of November, in the year of our Lord one thousand eight hundred and forty-eight.

[SEAL.] THOS. BATES,
Clerk.

I will, according to the best of my skill and knowledge, truly, faithfully, and without partiality to any or either of the parties in this cause, take the examinations and depositions of all and every witness and witnesses produced and examined by virtue of the commission annexed, upon the interrogatories delivered to me, and I will not publish, disclose or make known to any person or persons whatsoever, the contents of all or any of the depositions of the witnesses, or any of them to be taken by me, until publication shall pass pursuant to some general or special order of the court wherein the same are taken. So help me God.

A. M. HUGHES.

Subscribed and sworn to, this 2d day of Nov., A. D. 1848, before me.

JOHN C. WATROUS.

Interrogatories.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Defen'ts.

In Chancery.

Interrogatories to be administered to Eli Mercer, Samuel Damon, Alexander Compton, W. H. Manidûe, or Manadue, —— Bowman, Nathaniel Williams, R. Lockhart, Andrew Moore, T. D. Hall, and Leander H. McNeill, witnesses to be produced, sworn, and examined in a certain cause now depending and at issue in the District Court of the United States for the District of Texas, wherein the Union Bank of Louisiana are complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, are defendants, on the part of the complainants.

First. Do you know the parties defendant, in the title to these interrogatories named, or either and which of them? How long have you known them respectively? Declare the truth, and your utmost knowledge, remembrance, and belief herein.

Second. When did the said Josiah S. Stafford come to Texas? When did you first see him in Texas, and where? What did he state as his reasons for coming to Texas? State particularly.

Third. When did William M. Stafford come to Texas after the coming of the said Josiah? For what purpose did the said William appear to have come? In what occupation or employment did he engage in Texas? Declare, etc.

Fourth. What relation by blood is the said William to the said Josiah? Declare, etc.

Fifth. In what business, employment, or occupation did the said Josiah engage in Texas? What tracts of land did he purchase therein? Where did he first stop or settle? Where next? In what counties did he remain while in Texas, and when did he remove from one county to another? Declare, etc.

Sixth. About how many slaves did Josiah S. Stafford, above named, bring or cause to be brought into Texas? How many had he in his possession, under his control, or at his disposition, when you knew him? Declare, etc.

Seventh. How many of the slaves in the possession of the said Josiah, or of his said wife, or under the control and at the disposition of them, or either of them, when you knew them in Texas, corresponded in name and age to those described in the following list, and to which of those in the following list? Declare, etc.

Little Ben, now, *i. e.*, in 1848, aged about 31 years; William, about —; Friday, about 35; Bob Davenport, 32; Sam McClure, 39; Peter

44; Lewis Blacksmith, 40; Paul, 47; Jacob, 51; Jack, 48; Alonzo, 37; Perry, 27; Sam Rogers, 43; Little Sam, 28; Jim, 27; Pierre, 29; Stephen, 28; Austin, 29; Little Lewis, 27; George Lee, 31; Edmund Bell, 39; Willis, 35; Lewis, 28; Ben McClure, 25; Britton, 34; Frank, 30; Zachariah Carpenter, 42; Ned, 27; Philip, 66; Jerry, 61; Blaize, 61; Alfred, 28; Albert, 26; Wallace, 28; Henry, 41; Lewis Rogers, 46; Tom, 28; George, 24; Dublin, 39; Maria, 46, and her two children, Louisa and Eliza; Cloe, 36; Charlotte, 18; Patsey, 16; Fanny, 47, and her child, Amanda, 15; Big Jane, 48; her three children, Margaret 21, Manuel 19, and Washington 13; Old Harriet, 35, her child, Philip, 22; Vicey, 37, and her two children, Peggy, 17, and John Dixon, 12; Henry, 30, and her child, Charles, 11; Clarissa, 32; Amy, 30; and her child, Aaron, 11; Jane, 29, and her child, Harriet, 11; Jenny, 61; Charlotte, 28; Mary, 42, and her two children, Juliet 21, and Mary, 14; Hortense, 38, and her two children, Nannette 22, and Mary Ann, 16; Caroline, 31; Mary Haie, 29; Big Mary, 47; Sally, 27; Pleasant, 27; Violet, 28; Hester, 45; Big Charlotte, 40; America, 32; Elvira, 29; Minerva, 27; Cynthia, 49; Minty, 26; Judy, 33, and her two children, Maria, 14, and Tom, 11; Maria Johnson, 30, her child, Lavina, 11; Daphné, 29, her child, Lenios, 11; Charity, 51; Venus, 28; Louisa, 26; Sarah, 23; Benc, 26; Bob, 32; Dick, 28; Nancy, 26; Benk, 26; Solomon, 21; and Richard, 19.

Eighth. If any of those negro slaves in the possession, or under the control, or at the disposition of the said Josiah, or his said wife, or either of them, whom you know by name, differed in age but corresponded in name with those described in the foregoing list, state which of those so corresponded in name and differed in age. Where did you know those slaves? Of what age was each one, describing him or her by name, at the time you knew him or her? Of what age would each one now be? Declare, etc.

Ninth. What negro slaves in the possession, or under the control, or at the disposition of the said Josiah and his said wife, or either of them, did you know who would now be under the age of eleven years? Describe them by name, and state if they were generally reputed or considered as the children of any of those named in the foregoing list. Declare, etc.

Tenth. Where, at what different places, plantations, and counties were the said negro slaves so in the possession or under the control or at the disposition of the said Josiah and his said wife, or either of them, employed or worked? How, in what business or occupation were they employed, all the time you knew them? By whom were they actually worked or employed? Declare, etc.

Eleventh. To whom were the said slaves and each of them hired out? Who hired them out? Who made the contracts of hire? Who received or demanded payment for their hire? State specifically for all the time you knew them.

Twelfth. What suits, to your knowledge, have been instituted by

persons or corporations in other States, claiming to be creditors of the said Josiah and his said wife, or either of them, in order to obtain payment of their alleged debt out of the value or proceeds of sale of the said slaves or any of them? Declare, etc.

Thirteenth. When and in what counties have such suits been instituted? By what person or corporation?

Fourteenth. How many of the said negro slaves have ever before February, 1848, ever been seized in Texas, by virtue of a writ issuing from any court in this country? Declare, etc.

Fifteenth. When a writ of sequestration issued from the District Court for the County of Brazoria, for the seizure of the said slaves, or some of them, what measures were taken by said Josiah S. Stafford, or by those persons in whose possession the said slaves or any of them then were, to prevent the execution of said writ?

Sixteenth. Where were the said slaves at the time when the sheriff of Brazoria county first attempted to seize them under a writ of sequestration, issued at the suit of the Union Bank of Louisiana? Where were they when he again attempted to seize them? What causes prevented him from effecting the seizure? Declare, etc.

Seventeenth. What did you ever hear the said Josiah S. Stafford or his said wife say about their difficulties in Louisiana, and their reasons for leaving that State? What did you ever hear either of them say about their mortgages to any of the banks of Louisiana? What did you ever hear either of them say respecting their course, or their intentions if suit should be instituted against them upon mortgages made in Louisiana? Declare, etc.

Eighteenth. What did Josiah S. Stafford say he would do to prevent the seizure of the said slaves at the suit of any or some bank in Louisiana? and what bank? Declare, etc.

Nineteenth. How many of the said slaves have you had in your possession? Who put them in your possession? To whom did you deliver them again? Declare, etc.

Twentieth. How many of the said slaves have been hired out to you? For what length of time? By whom? who received payment for the hire?

Twenty-first. How many of the said slaves were hired out to you before and on the 1st day of January, 1848? and how many before the 5th of February, 1848? and how many before the 1st of March, 1848? Declare, etc.

Twenty-second. What were or are the names of said slaves so hired out to you before the 1st day of March, 1848? Who hired them to you? Set forth the terms of the contract of hire, and state whether it was in writing or not. How long was the hiring to continue? Declare, etc.

Twenty-third. To whom are you to pay the hire by the terms of the contract? Who has a right to dissolve the contract? How much was the rate of hire for each of the said slaves? How and when was it agreed it should be paid?

Twenty-fourth. Do you know one James Alexander McWaters?

If so, in what employment or occupation was he engaged in Texas? When did you know him in Texas? For what apparent or avowed purpose did he come to Texas? How long did he remain?

Twenty-fifth. By what route did the said Josiah S. Stafford come to Texas, and where?

Twenty-sixth and last. Do you know or can you set forth any other matter, cause, or thing which may be a benefit or advantage to the parties at issue in this cause or either of them, or that may be material to the subject of this your examination or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

EBN. ALLEN AND WM. G. HALE,
Solicitors and of Counsel for Compl'ts.

A true copy of the original.

THOMAS BATES,
Clerk.
A. M. HUGHES,
Commissioner.

Deposition of a witness produced, sworn, and examined on the 10th day of November, in the year of our Lord 1848, at his plantation, in the county of Brazoria, by virtue of a commission issuing out of the District Court of the United States for the District of Texas, in Chancery, to me, A. M. Hughes, and T. Bates, and David Ayres directed for the examination of witnesses in a cause therein depending in chancery between the Bank of Louisiana as complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, defendants. I, the acting commissioner under the said commission, having first duly taken the oath annexed to the commission according to the tenor and effect thereof and as thereby directed, on the part and behalf of the said complainants.

Leander H. McNeill, of ———, in the county of Brazoria and State of Texas, aged 35, a witness produced, sworn, and examined on the part and behalf of the said complainants, deposeth and saith as follows:

Deposition.

In answer to 1st interrogatory—I know the Josiah S. Stafford, and have known him for upwards of three years; I do not know Mrs. Stafford.

In answer to 2d interrogatory—He told me that he came to Texas in the spring of 1845, and it was at that time that I first saw him in Brazoria county, Texas.

In answer to 3d interrogatory—I do not know that the said William M. Stafford ever came to Texas.

In answer to 4th interrogatory—I have heard that the said William is the brother of the said Josiah.

In answer to 5th interrogatory—I do not know that the said Josiah engaged in any business or employment or purchased any lands. He told me he first stopped on Peach Creek. He next brought a large portion of his negroes into Brazoria county; he remained in the county of Brazoria and Fort Bend, and removed from Brazoria to Fort Bend in the summer of 1845.

In answer to 6th interrogatory—(I heard that Mr. Stafford brought about one hundred negroes into Texas)—[Objected to and excluded]. He had some sixty or seventy in his possession when I knew him in Brazoria county.

In answer to 7th interrogatory—I knew nine of the slaves in the possession of Mr. Stafford whose names correspond with those in the list; their *their* names were Paul, Stephen, Edmund, Britton, Blaize, Wallace, Cloe, Minty, Dick; their ages I did not know.

In answer to 8th interrogatory—I did not know the ages of the negroes whose names I have given.

In answer to 9th interrogatory—I did not know any of the slaves of the said Josiah who would now be under the age of eleven years.

In answer to 10th interrogatory—They were worked on the plantations of Mr. Williams, Compton, and my own in Brazoria county; they were employed in farming; they were worked by myself, Compton, and Williams.

In answer to 10th interrogatory—I do not know that the slaves were hired out; those with me were left by Mr. Stafford until he could purchase land.

In answer to 11th interrogatory—I do not know that the said slaves were hired out.

In answer to 12th interrogatory—I do not know of my own knowledge that any suits have been instituted against Mr. Stafford, but I have heard that some bank or banks of Louisiana have brought suit against him in Texas. [Objected to and excluded.]

In answer to 13th interrogatory—I do not know in what county such suit has been instituted, or by what person or corporation.

In answer to 14th interrogatory—I do not know that any of said slaves have ever been seized before February, 1848, in Texas, by virtue of a writ issuing from any court in this country.

In answer to 15th interrogatory—When the writ of sequestration issued, Mr. Stafford believing that the sheriff was acting illegally, took a part of that portion of his slaves which were at my house and went to Fort Bend county. I do not know that those persons in whose possession the rest of Mr. Stafford's negroes were, took any measures to prevent the execution of this writ; the reason he went to Fort Bend was that he thought he would have justice done him there.

In answer to 16th interrogatory—I do not know that the sheriff ever made an attempt to seize the negroes.

In answer to 17th interrogatory—I have heard him speak of his difficulties in Louisiana, but do not recollect the particulars of the

conversation. I do not recollect of ever having heard him give his reasons for leaving Louisiana. I do not recollect of ever having heard him say anything respecting his course or intentions if suit should be instituted against him upon mortgages made in Louisiana.

In answer to 18th interrogatory—I never heard him say that he would do anything to prevent the seizure of the said slaves.

In answer to 19th interrogatory—I have had some thirty (more or less) of said slaves in my possession; they were placed there by Mr. Stafford, to whom I again delivered them.

In answer to 20th interrogatory—None of said slaves have been hired by me.

In answer to interrogatories 21st, 22d, and 23d—I refer to my answer to 20th interrogatory as my answer to these interrogatories.

In answer to 24th interrogatory—I do not know James Alexander McWaters; he was, I understood, engaged in the practice of the law. I saw him about two years ago in Texas. I heard he came to Texas to engage in the practice of the law. I do not know how long he remained.

In answer to 25th interrogatory—I do not know by what route Mr. Stafford came to Texas, and I have heard him say he came in the early part of the year 1845.

In answer to 26th interrogatory—I know nothing further.

And further this deponent saith not.

L. H. McNEIL.

And I, Archibald M. Hughes, commissioner as aforesaid, do hereby certify, that I duly swore the said *said* witness before examining upon the Holy Evangelists; that I reduced his answers to the several interrogatories to him propounded to writing in his presence and read the same over to him, whereupon he signed his name thereto as above written.

In testimony whereof, I have hereunto set my hand and affixed my seal at the day and place above mentioned.

[SEAL.] A. M. HUGHES,
Com'r.

Interlineations made by me.

A. M. HUGHES,
Com'r.

Deposition of a witness produced, sworn and examined on the 21st day of November, in the year of our Lord 1848, at his plantation, in Wharton county, by virtue of a commission issuing out of the District Court of the United States, for the District of Texas, in Chancery, to me, A. M. Hughes, and Thomas Bates and David Ayres directed, for the examination of witnesses in a cause therein depending, in chancery, between the Union Bank of Louisiana, as complainants, and Josiah S. Stafford and Jeanetta Kirkland, his

wife, defendants. I, the acting commissioner under the said commission, having first duly taken the oath annexed to the said commission, according to the tenor and effect thereof, and as thereby directed, on the part and behalf of the said complainants.

Deposition.

Eli Mercer, of *in* the county of Wharton and State of Texas, aged 58 years, a witness produced, sworn and examined on the part and behalf of the said complainants, deposeth and saith as follows:

In answer to first interrogatory:

I know the defendant, Josiah S. Stafford, and have known him for the last three years; the other defendant I do not know.

In answer to second interrogatory:

Mr. Stafford came to Texas in the spring of 1845, and it was then that I first saw him in Wharton county. He stated to me that he had become involved in Louisiana, and that he had proposed a compromise with his creditors, to which they would not agree, and that he brought his property to Texas to force them to the compromise which he had proposed.

In answer to third interrogatory:

The said William M. Stafford came to my house in Wharton county, Texas, a short time after Josiah S. Stafford. I do not know for what purpose he came.

In answer to fourth interrogatory:

I do not know what is the relation between them.

In answer to fifth interrogatory:

When I first knew him he had his negroes employed at different places and plantations working for their food. I do not know that he purchased any lands in Texas. I do not know where he first stopped and settled.

In answer to sixth interrogatory:

I do not know how many slaves he brought into Texas, but he had in his possession about one hundred negroes when I first knew him in Texas.

In answer to seventh, eighth and ninth interrogatories:

I know nothing of the subject-matter embraced in these interrogatories.

In answer to tenth interrogato*ries:*

I know nothing of the subject-matter embraced in the interrogatory.

In answer to the eleventh, twelfth, thirteenth, fourteenth, fifteenth and sixteenth interrogatories:

I know nothing of the subject-matter embraced in the interrogatories.

In answer to seventeenth interrogatory:

I refer to my answer to second interrogatory as my answer to this interrogatory.

In answer to eighteenth interrogatory:

I am unable to answer the interrogatory.

In answer to nineteenth interrogatory:

I have had in my possession twenty-five of Mr. Stafford's negroes. Mr. Stafford put them in my possession, and to him I delivered them again.

In answer to twentieth interrogatory:

None of said slaves have ever been hired out to me.

In answer to twenty-first, twenty-second and twenty-third interrogatories:

I refer to my answer to twentieth interrogatory as my answer to these interrogatories.

In answer to twenty-fourth interrogatory:

I do not know James Alexander McWaters.

In answer to twenty-fifth interrogatory:

I do not know by what route he came to Texas in the spring of 1845.

In answer to twenty-sixth interrogatory:

I know nothing further; and further this deponent saith not.

ELI MERCER.

And I, Archibald M. Hughes, commissioner as aforesaid, do hereby certify that I duly swore the said witness, before examining him, upon the Holy Evangelists; that I reduced his answers to the several interrogatories to him propounded to writing in his presence, and read the same over to him, whereupon he signed his name thereto, as above written.

In testimony whereof, I have hereunto set my hand and affixed my seal at the day and place above mentioned.

[SEAL.] A. M. HUGHES,
Commissioner.

Alterations and interlineations made by me.

A. M. HUGHES,
Commissioner.

Deposition of a witness produced, sworn and examined, on the 16th day of December, in the year of our Lord 1848, at Galveston, in the county of Galveston in the State of Texas, by virtue of a commission issuing out of the District Court of the United States for the district of Texas, in Chancery, to me A. M. Hughes, and Thomas Bates and David Ayres, directed, for the examination of witnesses in a cause therein depending in chancery between the Bank of Louisiana as complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, defendants. I, the acting commissioner, under the said commission, having first duly taken the oath annexed to the said commission according to the tenor and effect thereof, and as thereby directed, on the part and behalf of the said complainants.

Deposition.

Nathaniel F. Williams, of Oakland Plantation, in the county of Fort Bend and State of Texas, aged 48 years, a witness produced, sworn and examined on the part and behalf of the said complainants, deposeth and saith as follows, to wit:

In answer to 1st interrogatory—I know both the defendants; I have known Mr. Stafford something like four years; Mrs. Stafford I have known about a month or two.

In answer to 2d interrogatory—I do not know when Mr. Stafford came to Texas; I think that it was some time in the year 1845 that I first saw Mr. Stafford in Houston; he never gave me his reasons for coming to Texas.

In answer to 3d interrogatory—I do not know the said William M. Stafford.

In answer to 4th interrogatory—I do not know what relation by blood they are.

In answer to 5th interrogatory—I do not know in what occupation the said Josiah engaged in, in Texas; I do not know that he purchased any land; I do not know where he first stopped, nor where he next stopped; I do not know in what counties he remained in, in Texas.

In answer to 6th interrogatory—I do not know how many slaves the said Josiah brought into the country; I do not know how many he had in his possession when I first knew him.

In answer to 7th interrogatory—I know nothing of the subject-matter embraced in this interrogatory.

In answer to 8th interrogatory—I have in my possession 13 negroes of Mr. Stafford's, whose names and ages correspond with those given in the list; their names are Lewis Blacksmith, 40; Jim, 27; Pierre, 29; Stephen, 28; Willis, 35; Britton, 34; Big Jane, 48; Charlotte, 18; Pleasant, 27; Maria Johnson, 30, and her child, and Jane, 29; I knew them some six weeks ago.

In answer to 9th interrogatory—I know some three or four small children, who would now be under the age of eleven years; their names I do not know; they were considered as the children of some of those named in the list.

In answer to 10th interrogatory—Those of the negroes whom I hired have been worked on my plantation by me; I do not know in what business or occupation the other negroes of Mr. Stafford were employed, nor do I know where they were employed.

In answer to 11th interrogatory—A few of the said slaves were hired to me by Mr. Stafford; the contracts of hire were made by Mr. Stafford and myself, and Mr. Stafford demanded payment for their hire.

In answer to 12th interrogatory—I do not know of but one suit, and that is brought by the Union Bank of Louisiana.

In answer to the thirteenth interrogatory—The one suit that I know of was instituted in the United States District Court, for the District of Texas; it was instituted by the Union Bank of Louisiana.

In answer to fourteenth interrogatory—I do not know that any of said slaves have ever before February 1848, been seized by a writ issuing out of any court in this country.

In answer to fifteenth interrogatory—I do not, of such a writ, and do not know that Mr. Stafford took any measures to prevent the seizure of his negroes.

In answer to sixteenth interrogatory—I know nothing of the subject-matter embraced in the interrogatory.

In answer to seventeenth interrogatory—I know nothing of the subject-matter embraced in the interrogatory.

In answer to eighteenth interrogatory—I never heard of Mr. Stafford say that he would do anything to prevent the seizure of his negroes at the suit of any bank in Louisiana.

In answer to nineteenth interrogatory—I have in my possession some fifteen or sixteen of Mr. Stafford's negroes; Mr. Stafford placed them in my possession.

In answer to twentieth interrogatory—Some ten of the said slaves were hired out to me for nine months by Mr. Stafford. Mr. Stafford received the payment for their hire.

In answer to twenty-first interrogatory—None of the said slaves were hired out to me before the first of January, 1848, or before the 5th of February, 1848; the contract of hire for the ten hired by me was made before the first of April, 1848.

In answer to twenty-second interrogatory—There were none hired to me before the first of March, 1848.

In answer to twenty-third interrogatory—Not having hired any slaves from Mr. Stafford before the 1st of March, 1848, I cannot answer this interrogatory.

In answer to twenty-fourth interrogatory—I do not know James Alexander McWaters.

In answer to twenty-fifth interrogatory—I do not know by what route, and when Mr. Stafford came to Texas.

In answer to twenty-sixth interrogatory—I know nothing further.

And further this deponent saith not.

NATH. F. WILLIAMS.

And I, Archibald M. Hughes, commissioner, as aforesaid, do hereby certify that I duly swore the said witness before examining him, upon the Holy Evangelists; that I reduced his answers to the several interrogatories to him propounded, to writing in his presence, and read the same over to him, whereupon he signed his name thereto as above written.

In testimony whereof I have hereunto set my hand and affixed my seal at the day and place above written.

A. M. HUGHES,
Commissioner.

Afterwards, to wit, on the day and year aforesaid, the said complainants, by their counsel aforesaid, read in evidence to the said court here the following answers of John O. Windburn, and Gilbert F. Leonard, taken under the commission hereinbefore stated, to the following interrogatories, with the exceptions noted in the margin, to wit:

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.

In Chancery.

Interrogatories.

Interrogatories to be administered to Gilbert F. Leonard, David S. Terry, John O. Windburn, and Edward Bradley, witnesses to be produced, sworn, and examined in a certain cause now depending and at issue in the District Court of the United States, for the District of Texas, wherein the Union Bank of Louisiana are complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, are defendants, on the part of the said complainants.

First. Do you know the parties defendant in the title to these interrogatories named, or either and which of them? How long have you known them respectively? Declare the truth, and your utmost knowledge, remembrance and belief herein.

Second. When did Josiah S. Stafford above named first come to Texas, to remain? In what counties did he remain in Texas? From what other State did he come, and by what route? Declare, etc.

Third. Look at the following list, and state what slaves you have known in the possession of the said Josiah or his said wife or either of them, or under their control, corresponding to those described in the said list. Where did you know such slaves, and when?

Little Ben, now, *i. e.* in 1848, aged about 31; William ; Friday, 35; Bob Davenport, 32; Sam M'Clure, 39; Peter, 44; Lewis Blacksmith, 40; Paul, 47; Jacob, 51; Jack, 48; Alonzo, 37; Perry, 27; Sam Rogers, 43; Little Sam, 28; Jim, 27; Pierre, 29; Stephen, 28; Austin, 29; Little Lewis, 27; George Lee, 31; Edmund Bell, 39; Willis, 35; Lewis, 28; Ben McClure, 25; Britton, 34; Frank, 30; Zachariah Carpenter, 42; Ned, 27; Philip, 66; Jerry, 61; Blaize, 61; Alfred, 28; Albert, 26; Wallace, 28; Henry, 41;

Lewis Rogers, 46; Tom, 28; George, 28; Dublin, 39; Maria, 46; and her two children, Louisa and Eliza; Cloe, 36; Charlotte, 18; Patsey, 16; Fanny, 47, and her child Amanda, 15; Big Jane, 48; and her three children, Margaret, 21, Manuel, 19, and Washington, 13; Old Harriet, 35, her child Philip, 22; Vicey, 37; and her two children, Peggy 17, and John Dixon 12; Henry, 30, and her child Charles, 11; Clarissa, 32; Amy, 30, and her child Aaron, 11; Jane, 29; and her child Harriet, 11; Jenny, 61; Charlotte, 28; Mary, 42; and her two children, Juliet, 21, and Mary 14; Hortense, 38; and her two children, Nannette 22, and Mary Ann, 16; Caroline, 31; Mary Haie, 29; Big Mary, 47; Sally, 27; Pleasant, 27; Violet, 28; Hester, 45; Big Charlotte, 40; America, 32; Elvira, 29; Minerva, 27; Cynthia, 49; Minty, 26; Judy, 33; and her two children, Maria, 14, and Tom, 11; Maria Johnson, 30; her child Lavina, 11; Daphne, 29; her child Lenios, 11; Charity, 51; Venus, 28; Louisa, 26; Sarah, 23; Benc, 26; Bob, 32; Dick, 28; Nancy, 26; Benk, 26; Solomon, 21; and Richard, 19. Declare, etc.

Fourth. What negro slaves in the possession or under the control of said Josiah S. Stafford above named, or his said wife, or either of them, did you know in Texas who would now be under the age of eleven years? Describe them by name, and state if they were generally reported or considered as the children of any of those in the foregoing list. Declare, etc.

Fifth. Where, at what several different places, plantations and counties were the said negro slaves or any of them under the control or in the possession of the said Josiah, employed or worked? How—in what business or occupation were they employed during all the time you knew them? By whom were they actually worked or employed? Declare, etc.

Sixth. Who appeared to have the general management and control of the negro slaves named in the foregoing list, or such of them as you knew? Who hired them out? Who received the payment for their hire? Who acted as owner with respect to them? Declare, etc.

Seventh. In what relation or capacity, or in what office did you ever act with respect to the said slaves? Who engaged you so to act? Who paid or compensated you for your services? Declare, etc.

Eighth. What ones of the said slaves were ever sold in Texas? By whom were they sold? Who received the purchase-money? What do you know respecting the sale of two of them in Eastern Texas, and one to a person on Peach Creek? State specifically.

Ninth. What suits, to your knowledge, have been instituted, in Texas, by the Union Bank of Louisiana, or any other bank of another State than Texas, in order to obtain payment of debts alleged to be due to it or them from the said Josiah and his said wife out of the proceeds of the sale of the said slaves or any of them? Declare, etc.

Tenth. When, and in what counties have such suits been instituted? By what bank or banks? Declare, etc.

Eleventh. How many of the said slaves have ever before February, 1848, been seized by virtue of a writ issuing from any court in this country? Declare, etc.

Twelfth. When a writ of sequestration issued from the District Court for the County of Brazoria at the suit of the said Union Bank of Louisiana, for the seizure of the said slaves or some of them, what measures, steps or precautions, were taken by the said Josiah S. Stafford or any other person to prevent the execution of such writ and the seizure aforesaid? State particularly.

Thirteenth. What did you ever hear the said Josiah or his said wife, say about their difficulties in Louisiana? What did you ever hear either of them say about their mortgages to any of the banks of Louisiana? What did you ever hear either of them say about their object or reasons for coming to Texas? Declare, etc.

Fourteenth. What did you ever hear the said Josiah say about what he would do to prevent a seizure and sale of any of the said slaves at the suit of his creditors in Louisiana, or any of the banks of Louisiana? State specifically.

Fifteenth. How long at any one time have the said negro slaves been all together, and when? How long have any large number of them, say forty or fifty, been worked together? By whom have they been so worked, and when? Declare, etc.

Sixteenth. How long a time has James Alexander McWaters had the control, disposition and management of the said negroes, or any and which of them? from what time to what time? Declare, etc.

Seventh. State what you heard the said Josiah S. Stafford say sometime in February or March 1848, in the office of Peter MacGreal, Esquire, at Brazoria, or elsewhere respecting the Federal Court at Galveston, the reluctance he felt to having the suit of the said Union Bank of Louisiana against himself and his said wife, tried in that court and the like.

Eighteenth and last. Do you know, or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

EBN. ALLEN & WM. G. HALE,
Solicitors and of Counsel for Orators.

A true copy of the original.

THOS. BATES,
Clerk.
A. M. HUGHES,
Commissioner.

Deposition of a witness produced, sworn, and examined on the 14th day of November, in the year of our Lord 1848, at his plantation in Brazoria county, by virtue of a commission issuing out of the District Court of the United States for the District of Texas, in Chancery, to me, A. M. Hughes and Thomas Bates and David Ayres directed, for the examination of witnesses in a cause therein depending in chancery between the Union Bank of Louisiana as complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, defendants: I, the acting commissioner under the said commission, having first duly taken the oath annexed to the said commission, according to the tenor and effect thereof, and as thereby directed, on the part and behalf of the said complainants.

Deposition.

John O. Windburn of , in the county of Brazoria and State of Texas, aged 40 years, a witness produced, sworn, and examined on the part and behalf of the said complainants, deposeth and saith as follows:

In answer to first interrogatory—I have known the defendant, Josiah S. Stafford, as well as I can recollect, for thirteen years, or thereabouts; I have known the other defendant, Mrs. Stafford, ever since the year 1837.

In answer to second interrogatory—I do not know when Josiah S. Stafford came to Texas; in the year 1845, I met Mr. Stafford in Matagorda and Colorado counties, and in 1846, I saw him in Houston, Harris county, where he appeared to have settled. I do not know from what State he came, nor by what route he came to Texas.

In answer to third interrogatory—I knew Little Ben, Peter, Friday, Lewis Blacksmith, Paul, Jack, Alonzo, Perry, Jim, Pierre, Stephen, Edmund, Willis, Lewis, Britton, Phillip, Jerry, Blaize, Alfred, Wallace, Tom, George, Dublin, Maria, Cloe, Charlotte, Big Jane, Vicey, Jane, Mary, Hortense, Nannette, daughter of Hortense, Pleasant, America, Elvira, Cynthia, Minty, Judy, Maria, Johnson, Daphne, Charity, Louisa, Big Charlotte, Dick, Solomon, Amanda, William, slaves in the possession of Mr. Stafford, whose names correspond with those given in the list; their ages I did not know. A part of the slaves whose names I have given I recollect to have known in Louisiana, and a part in Texas; those in Louisiana I knew in the year 1837, and those in Texas, in 1845 and 1846.

In answer to fourth interrogatory—I saw among the slaves of Mr. Stafford, a number of negro children who would now be under the age of eleven years; they were reputed or considered as the children of the slaves in the possession of Mr. Stafford.

In answer to fifth interrogatory—I hired a portion of said slaves myself in 1845, my plantation being in Matagorda county; in the same county a portion of them were hired by Mrs. Barnes, and in

Colorado county, a part of them were worked at the plantation of Thomas Thatcher, and Eli Mercer, and Mr. Georges, and Mr. Damon's saw-mill, on the Bernard, and in 1846, in Fort Bend county I saw a portion of his negroes working on Dr. Miller's plantation; I also saw some of the negroes in Houston, Harris county; the negroes were employed in planting, with the exception of those at Mr. Damon's, who were employed about the saw-mill; I understood that those negroes who were employed at Dr. Miller's plantation, were worked by Mr. Stafford, and the others I understood were worked by those who hired them.

In answer to sixth interrogatory—Mr. Stafford appeared to have the general management of such of the negro slaves as I knew; those who were hired to me, were hired by Mr. Stafford, and to him I paid for their hire. Mr. Stafford acted as owner with respect to them.

In answer to seventh interrogatory—In 1837, in Louisiana I was employed by Mr. Stafford, as overseer to manage a plantation, on which a portion of the slaves whose names I have given were; I was paid for my services by Mr. Stafford.

In answer to eighth interrogatory—I saw a negro in the possession of Mrs. Jackson, on Peach Creek, in Colorado county, now Wharton county, and she stated to me that the negro was purchased from Mr. Stafford; I know nothing of the sale of two of the negroes in eastern Texas. [Objected to at the hearing and excluded.]

In answer to ninth interrogatory—I know of one suit being instituted by the Union Bank of Louisiana against Mr. Stafford, from the circumstance of having a subpœna served on me to attend as witness.

In answer to tenth interrogatory—I was summoned to attend as witness in the Federal court, and that is all the knowledge that I have of a suit against Mr. Stafford.

In answer to eleventh interrogatory—I do not know how many slaves of Mr. Stafford have been seized by virtue of a writ issuing out of any court in this country.

In answer to twelfth interrogatory—I do not know that Mr. Stafford took any measures to prevent the seizure of his slaves, when the writ of sequestration issued, nor do I know, except from hearsay, that the writ did issue.

In answer to thirteenth interrogatory—I recollect that in 1837, in Louisiana, Mr. Stafford told me that he had mortgaged his slaves to some bank in that State, and that his wife had joined with him in the mortgage, and that she was a minor. I have heard him, or his brother William, but I think Mr. Stafford himself, say that he had attempted to settle his difficulties in Louisiana by compromise, and had failed. Mr. Stafford never stated to me his reasons for coming to Texas.

In answer to fourteenth interrogatory—I do not recollect of ever having heard Mr. Stafford say that he would do anything to prevent

the seizure and sale of his sale at the suit of his creditors in Louisiana.

In answer to fifteenth interrogatory—I do not know how long at any one time the slaves have been all together. Nor do I know how long any large number of them have been worked together.

In answer to sixteenth interrogatory—I do not know how long James Alexander McWaters has had the management and control of the negroes.

In answer to seventeenth interrogatory—I never heard any conversation by Mr. Stafford, in Peter MacGreal's office, but in the street at Brazoria I heard Mr. Stafford say, "That all he wanted was to keep possession of the negroes; that he did not fear a trial, and that he would not give a man fifty dollars to insure him success; he did not name any particular court.

In answer to eighteenth interrogatory—I do not recollect of anything that will be of advantage to either party.

And further this deponent saith not.

J. O. WINBURN.

And I, Archibald M. Hughes, commissioner as aforesaid, do hereby certify that I duly swore the said witness before examining upon the Holy Evangelists; that I reduced his answers to the several interrogatories to him propounded to writing in his presence, and read the same over to him; whereupon he signed his name thereto, as above written.

In testimony whereof I have hereunto set my hand and affixed my seal at the day and place above mentioned.

[SEAL] A. M. HUGHES,
Commissioner.

Corrections and interlineations made by me.

A. M. HUGHES,
Com'r.

Deposition of a witness produced, sworn and examined on the 28th day of November, in the year of our Lord 1848, at the plantation of Mr. Meyers, in Wharton county, Texas, by virtue of a commission issuing out of the District Court of the United States for the District of Texas, in Chancery, to me Archibald M. Hughes, Thomas Bates and David Ayres directed, for the examination of witnesses, in a cause therein depending in chancery between the Bank of Louisiana as complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, defendants. I, the acting commissioner under the said commission, having first duly taken the oath annexed to the said commission, according to the tenor and effect thereof, and as thereby directed on the part and behalf of the said complainants.

Deposition.

Gilbert F. Leonard, of , in the county of Wharton and State of Texas, aged 28 years, a witness produced, sworn and examined on the part and behalf of the said complainants, deposeth and saith as follows:

In answer to 1st interrogatory—I know the defendant, Josiah S. Stafford, and have known him ever since the winter of 1845; the other defendant I do not know.

In answer to 2nd interrogatory—I do not know when the said Josiah S. Stafford came to Texas; when I knew him his slaves were working in Fort Bend county. I do not know from what State or by what route he came to Texas.

In answer to 3d interrogatory—I knew several negroes in the possession of Mr. Stafford, who correspond in name with those given in the list; their ages I did not know; their names were Little Ben, Bob Davenport, Peter, Lewis Blacksmith, Paul, Jacob, Jack, Sam Rogers, Pierre, Austin, George Lee, Edmund Bell, Frank, Ned, Blaize, Alfred, Wallace, Little Lewis, Maria, and her two children; Cloe, Charlotte, Patsey, Big Jane, and her three children, Margaret, Manuel and Washington; Old Harriet, Vicey, and her children, Peggy and John Dixon; Mary, and her two children, Judith and Mary; Hortense and her two children, Nannette and Mary Ann; Pleasant, Violet, Minerva, Cynthia, Minta, Maria Johnson, and her child Lavina; Venus, Louisa, Dick, Solomon. I first knew them at Richmond, in the year 1845.

In answer to 4th interrogatory—I do not recognize in the list shown me any slave in the possession of Mr. Stafford, who would now be under the age of eleven years.

In answer to 5th interrogatory—They were worked on the plantation of William Collins, in Fort Bend county, one or two at Dr. Herman's in same county, a part of them at Mr. Compton's, in Brazoria county, and a large part of them were worked on a plantation hired by Mr. Stafford from Dr. Miller, in Fort Bend county; they were principally employed in planting. Those negroes who were on the plantation of Dr. Miller, were worked by Mr. Bradley, acting as overseer of Mr. Stafford; the others were worked by those in whose possession they were.

In answer to 6th interrogatory—Mr. Stafford appeared to have the management of such of negroes that I knew; he hired them out and received the payment of their hire; Mr. Stafford acted as owner with respect to them.

In answer to 7th interrogatory—I acted as collector of the hire of said slaves; I was requested so to do by Mr. Stafford; I did not ask any compensation for my services.

In answer to 8th interrogatory—I know of the sale of but one of said slaves in Texas; he was sold by Mr. Stafford to a person on Peach Creek; Mr. Stafford received the purchase-money.

In answer to 9th interrogatory—I know of but one suit instituted by the Union Bank of Louisiana against Mr. Stafford.

In answer to 10th interrogatory—Said suit has been instituted in the Federal Court at Galveston by the Union Bank of Louisiana.

In answer to 11th interrogatory—I do not know that any of said slaves have ever before February, 1848, *by* seized by virtue of a writ issuing from any court in this country.

In answer to 12th interrogatory—I do not know, except by report, that such a writ did issue, and therefore cannot answer the interrogatory.

In answer to 13th interrogatory—I never heard Mr. Stafford say anything of his difficulties in Louisiana, or anything of his having given a mortgage to any bank in Louisiana. I have heard him say that he came to Texas because his creditors would not give him time to pay his debts.

In answer to 14th interrogatory—I never heard Mr. Stafford say that he would do anything to prevent the seizure of his slaves at the suit of his creditors in Louisiana.

In answer to 15th interrogatory—I do not know that at any one time all of said negroes were ever together there. Some forty or fifty of them, in 1846, in Fort Bend county, worked on Dr. Miller's plantation, and about the same number in 1847, at Lynchburg, on the San Jacinto, engaged at brick-making; and there were some seventy-five or eighty at Burnley's place, in Fort Bend county, in 1848; they were worked by Mr. Stafford in 1846, 1847, and 1848.

In answer to 16th interrogatory—I do not know James Alexander McWaters.

In answer to 17th interrogatory—I do not recollect of having heard such a conversation as that mentioned in the interrogatory.

In answer to 18th interrogatory—I know nothing further.

And further this deponent saith not.

G. LEONARD.

And I, Archibald M. Hughes, commissioner as aforesaid, do hereby certify that I duly swore the said witness before examining him upon the Holy Evangelists: that I reduced his answers to the several interrogatories to him propounded to writing in his presence, and read the same over to him, whereupon he signed his name thereto as above written.

In testimony whereof I have hereunto set my hand and affixed my seal at the day and place above mentioned.

[SEAL.] A. M. HUGHES,
Commissioner.

Corrections made by me.

A. M. HUGHES,
Com'r.

Upon which said answers the following endorsement appears:—
The depositions of Leander McNeill, Eli Mercer, John O. Wilburn, Gilbert F. Leonard, and Nathaniel F. Williams read in evidence by complainants, with the exceptions noted in the margin.

JAMES LOVE,
Clerk.

July 9th, 1849.

And, with the several depositions hereinbefore stated, were returned to the court here and filed in the cause, but not read in evidence by either party, the answers of Warren H. Manidue, Alexander Compton, and Edward Bradley to the respective interrogatories to them addressed, taken under the commission last hereinbefere set forth in the words following, to wit:—

Deposition of witnesses produced, sworn and examined on the 8th day of December, in the year of our Lord 1848, at Brazoria, by virtue of a commission issuing out of the District Court of the United States, for the District of Texas, in Chancery, to me, Archibald M. Hughes, and T. Bates and David Ayres, directed for the examination of witnesses in a cause therein depending in chancery, between the Bank of Louisiana, as complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, as defendants. I, the acting commissioner under the said commission, having first duly taken the oath annexed to the said commission, according to the tenor and effect thereof, and as thereby directed, on the part and behalf of the said complainants.

Deposition.

Warren H. Manadue, of Solitude, in the county of Brazoria, State of Texas, aged 32 years, a witness produced, sworn and examined on the part and behalf of the said complainants, deposeth and saith as follows:

In answer to first interrogatory—I have known the defendant, Josiah S. Stafford, for the last fifteen years; the other defendant I have only known for a short time.

In answer to second interrogatory—I do not know when he first came to Texas. I think that it was in the year 1845 that I first saw him in my house, in Brazoria county. He did not state to me his reasons for coming to Texas.

In answer to third interrogatory—I have no recollection of the time when William M. Stafford came to Texas, and I do not know for what purpose he came. I do not know that he engaged in any occupation or employment.

In answer to fourth interrogatory—I think the said William M. Stafford is the brother of the said Josiah.

In answer to fifth interrogatory—He engaged in the planting business. I do not know that he purchased any lands. Mr. Staf-

ford and family settled in Houston, Harris county, and placed his negroes on Dr. Miller's plantation, in Fort Bend county. His place of residence has been in Houston, Harris county, and I do not know that he has ever removed from one county to another.

In answer to sixth interrogatory—I was informed that Mr. Stafford brought about one hundred negroes into Texas. I did not know the number of slaves in the possession of Mr. Stafford when I first knew him.

In answer to seventh interrogatory—I knew twenty-seven of the slaves of Mr. Stafford, whose names correspond with the names of the slaves mentioned in the list. Their names are: Lewis Blacksmith, Paul, Jim, Piere, Stephen, Austin, Lewis, George Lee, Edmund Bell, Willis, Britton, Blaize, Wallace, Tom, George, Dublin, Patsey, Manuel, Hortense, Violet, America, Bob, Dick, Solomon, Eliza, Minty; their ages I do not know.

In answer to eighth interrogatory—I do not know the ages of the negroes whose names I have given in answer to seventh interrogatory, and am consequently unable to answer this interrogatory.

In answer to ninth interrogatory—I do not know any of the negro slaves of the said Josiah, or his said wife, who would now be under the age of eleven years.

In answer to tenth interrogatory—A part of the negro slaves were employed or worked, in the year 1846, on Dr. Miller's plantation, and in 1847, on Mr. Burnley's plantation, both plantations being in Fort Bend county. I think a part of them were hired out, and I was informed that Mr. Stafford had some others employed in making brick in Harris county; a part of them were employed or worked by Mr. Stafford himself, and a part by persons to whom he hired them.

In answer to eleventh interrogatory—I do not know to whom the slaves were hired, by whom they were hired, who made the contracts of hire, or who received or demanded payment for their hire.

In answer to twelfth interrogatory—I know of my own knowledge of but one suit instituted against the said Josiah and his said wife, and that was by the Union Bank of Louisiana.

In answer to thirteenth interrogatory—The suit has been instituted in the District Court of the United States, for the District of Texas, by the Union Bank of Louisiana.

In answer to fourteenth interrogatory—I do not know of any of Mr. Stafford's negroes ever having been seized in Texas previous to February, 1848, by virtue of a writ issuing from any court in this country.

In answer to fifteenth interrogatory—I do not know that a writ of sequestration ever issued from the District Court for the county of Brazoria, for the seizure of Mr. Stafford's negroes, and I do not know what measures he took to prevent their seizure if such a writ did issue.

In answer to 16th interrogatory—I do not know where the slaves

were when the sheriff first attempted to seize them, nor where they were when he again attempted to seize them; I do not know what were the causes which prevented him from effecting the seizure, and I do not know that the sheriff made any such attempts.

In answer to seventeenth interrogatory—I never heard the said Josiah S. Stafford, or his said wife say anything about their difficulties in Louisiana, or their reasons for leaving that State. I have heard Mr. Stafford say that the mortgage on his property to the Union Bank of Louisiana had been paid by the sale of the property so mortgaged. I never heard Mr. Stafford say anything respecting his course or his intentions, if suit should be instituted against him on the mortgages made in Louisiana.

In answer to eighteenth interrogato*ries*—I never had any conversation with Mr. Stafford about banks in Louisiana, except that his property had been mortgaged to the Union Bank, and that the mortgage debt had been paid.

In answer to nineteenth interrogatory—I have a negro in my possession by name Sam Green; he was put in my possession by Mr. Tod, and I afterwards made a contract of hire for him with Mr. Stafford.

In answer to twentieth interrogatory—The negro mentioned in the answer to the foregoing interrogatory, has been hired by me for nine months; the contract of hire was made with Mr. Stafford; the money for the hire has not yet been paid.

In answer to twenty-first interrogatory—There were twenty of the said slaves hired by me, for three or four days before the 1st of January, 1848, and forty or fifty before the fifth of February, 1848; there were none hired by me between the 5th of February and the 1st of March, 1848.

In answer to twenty-second interrogatory—I do not know the names of the slaves who were hired by me before the first day of March, 1848. They were hired to me by James Tod; the first twenty were hired for one dollar each per day, the hire of the second lot amounted to about one hundred dollars; the contract of hire was merely verbal; there was no set time for the hiring.

In answer to twenty-third interrogatory—The terms of the contract did not specify to whom the money for hire was to be paid; Mr. Tod had a right to dissolve the contract; the rate, *the rate* of hire for the twenty slaves hired by me before the 1st January, 1848, was one dollar*s* each per day; I do not now recollect the rate of hire for each of the said slaves hired by me before the 5th of January, 1848. It was agreed that the hire should be paid whenever it should be demanded, and it has been paid.

In answer to twenty-fourth interrogatory—I know James Alexander McWaters; I never saw him in Texas; I do not know in what employment he was employed in Texas. I do not know for what purpose he came to Texas, or how long he remained.

In answer to twenty-fifth interrogatory—I do not know when Mr. Stafford came to Texas, nor the route by which he came.

In answer to twenty-sixth interrogatory—I know of nothing further.

And further this deponent saith not.

W. H. MANADUE.

And I, Archibald M. Hughes, commissioner as aforesaid, do hereby certify, that I duly swore the said witness before examining him upon the Holy Evangelist ; that I reduced his answers to the several interrogatories to him propounded, to writing in his presence and read the same over to him; whereupon he signed his name thereto, as above written.

In testimony whereof I have hereunto set my hand and affixed my seal at the day and place above mentioned.

[SEAL) A. M. HUGHES,
Commissioner.

Corrections and interlineations made by me.

A. M. HUGHES,
Commissioner.

Deposition.

Alexander Compton, of , in the county of Brazoria and State of Texas, aged about 50 years, a witness produced, sworn and examined on the part and behalf of the said complainants, deposeth and saith as follows:

In answer to 1st interrogator*ies*—I know the parties defendant in the title to the interrogatories named, and have known them respectively for thirty years.

In answer to 2d interrogatory—I do not recollect exactly the time that Mr. Stafford came to Texas, but I think that it was in the fall of 1844, and it was about that time that I saw him at my house in Brazoria county; he did not state to me his reasons for coming to Texas.

In answer to 3d interrogatory—I do not know how long it was after the coming of the said Josiah before William M. Stafford came to Texas; he appeared to have come out for the purpose of collecting debts due persons in Louisiana; he engaged in no occupation or employment while in Texas, that I know of.

In answer to 4th interrogatory—The said William M. Stafford is the brother of the said Josiah.

In answer to 5th interrogatory—The said Josiah engaged in the planting business in Texas; he made several attempts to purchase lands, but did not do so; he first stopped on Peach or Cany Creek, I do not now recollect which, and from thence he removed to Fort Bend county; he remained the greater part of his time in Fort Bend county; he was in other counties, but his place of residence was in Fort Bend.

In answer to 6th interrogatory—I do not know how many slaves the said Josiah S. Stafford brought into Texas. I do not know how many negroes he had in his possession.

In answer to 7th interrogatory—I do not know the names or ages of any of the slaves of the said Josiah S. Stafford or his said wife.

In answer to 8th interrogatory—Being unacquainted with names and ages of the negroes of the said Josiah or his said wife, I am unable to answer this interrogatory.

In answer to 9th interrogatory—I do not know any of the slaves of the said Josiah or his said wife who would now be under the age of eleven years.

In answer to 10th interrogatory—The negro slaves were employed on the plantations of Mr. Miller, Judge Love, in Fort Bend county. I understood that some of the negroes were hired out in that county, but to whom hired I do not know; they were engaged in farming all the time I knew them, with the exception of part of year, in which they were engaged in brick making in Harris county. They were worked by Mr. Stafford.

In answer to 11th interrogatory—I do not know to whom or by whom they were hired, nor who made the contracts of hire, or who received or demanded payment for their hire.

In answer to 12th interrogatory—I have heard that a suit has been instituted against Mr. Stafford and his wife by the Union Bank of Louisiana.

In answer to 13th interrogatory—The suit of the Union Bank of Louisiana has been brought in the District Court of the United States for the District of Texas.

In answer to 14th interrogatory—I understood that before February 1848, there was an attachment out against Mr. Stafford, but I do not know that any of the slaves were seized.

In answer to fifteenth interrogatory—I do not know that Mr. Stafford took any measures to prevent the seizure of the said slaves when a writ of sequestration was issued against him, nor do I know that any other persons, in whose possession the said slaves were, attempted to prevent the seizure of said slaves.

In answer to sixteenth interrogatory—A part of said slaves were at my house, at Mr. McNeill and Mr. Williams' when the sheriff of Brazoria county attempted to seize them. I do not know that the sheriff ever made a second attempt. I do not know what were the causes which prevented him from effecting the seizure.

In answer to seventeenth interrogatory—I do not recollect of ever having heard Mr. Stafford or his wife say anything of their difficulties in Louisiana, or their reasons for leaving said State. I do not recollect of ever having heard either of them say anything about their mortgages in banks in Louisiana. I never heard, that I remember, Mr. Stafford say what he would do if suit should be instituted against him, upon mortgages made in Louisiana.

In answer to eighteenth interrogatory—Mr. Stafford never said,

3370.

that I remember, that he would do anything to prevent the seizure of his slaves, at the suit of any bank or any person.

In answer to nineteenth interrogatory—I have had fifteen or sixteen of said slaves in my possession; they placed in my possession by Mr. Stafford, and I delivered them to him again.

In answer to twentieth interrogatory—None of said slaves were ever hired by me.

In answer to twenty-first interrogatory—I never heard any of said slaves on or before the days mentioned in the interrogatory, or at any other time.

In answer to twenty-second interrogatory—I refer to the answers to the twentieth and twenty-first interrogatories as my answer to this interrogatory.

In answer to twenty-third interrogatory—My answer to this interrogatory is the same as the answers to the twentieth and twenty-first interrogatories.

In answer to twenty-fourth interrogatory—I know James Alexander McWaters. I do not know that he engaged in any employment or occupation while in Texas. I never saw him in Texas. He appeared to have come on a visit to his mother. I do not know how long he remained in Texas.

In answer to twenty-fifth interrogatory—I do not know by what route Mr. Stafford came to Texas. I think it was in the fall of 1844 that he came.

In answer to twenty-sixth interrogatory—I know of nothing further. And further this deponent saith not.

ALEX. COMPTON.

And I, Archibald M. Hughes, commissioner as aforesaid, do hereby certify that I duly swore the said witness, before examining him, upon the Holy Evangelist; that I reduced his answers to the several interrogatories to him propounded to writing in his presence, and read the same over to him, whereupon he signed his name thereto, as above written.

In testimony whereof, I have hereunto set my hand and affixed my seal, at the day and place above mentioned.

[SEAL.] A. M. HUGHES,
Commissioner.

Corrections and interlineations made by me.

A. M. HUGHES,
Commissioner.

Deposition of a witness produced, sworn and examined on the 15th day of November, in the year of our Lord 1848, at Darrington's plantation, in Brazoria county, by virtue of a commission issuing out of the District Court of the United States, for the District of Texas, in Chancery, to me, A. M. Hughes, Thomas Bates and David Ayres directed, for the examination of witnesses in a cause

therein depending, in chancery, between the Bank of Louisiana, as complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, defendants. I, the acting commissioner under the said commission, having first duly taken the oath annexed to the said commission, according to the tenor and effect thereof, and as thereby directed, on the part and behalf of the said complainants.

Deposition.

Edward Bradley, of , in the county of Brazoria and State of Texas, aged 35 years, a witness produced, sworn, and examined on the part and behalf of the said complainants, deposeth and saith as follows:—

In answer to 1st interrogatory—I have known the defendant, Josiah S. Stafford, for the last two years; the other defendant named in the title to the interrogatories I do not know.

In answer to 2d interrogatory—I do not know when Josiah S. Stafford came to Texas; when I knew him his plantation and negroes were in Fort Bend county, and he resided in Houston, Harris county; I do not know from what State or by what route he came to Texas.

In answer to 3d interrogatory—I knew the following negroes in the possession of Mr. Stafford whose names correspond with those given in the list; their ages I do not know; their names are Little Ben, Bob Davenport, Lewis Blacksmith, Paul, Jack, Jim, Pierre, Willis, Britton, Blaize, Alfred, Tom, George, Maria, and her two children, Louisa and Eliza; Big Jane and her three children, Margaret, Manuel, and Washington; Jane and her child; Harriet Nannette, America, Venus, Bob, Nancy, and Solomon. I knew them in Fort Bend county in the year 1846.

In answer to 4th interrogatory—I know none of the slaves in the possession of Mr. Stafford who would now be under the age of eleven years.

In answer to 5th interrogatory—When I knew the slaves of Mr. Stafford, a part of them were employed in the planting business in Fort Bend county, on Dr. Miller's plantation, and I took a portion of the slaves to Harris county for the purpose of making brick; but whether they were so employed I do not know.

In answer to 6th interrogatory—Mr. Stafford had the general management and control of such of the negroes as I knew; he hired them out; who received the payment for their hire I do not know; Mr. Stafford acted as owner of the slaves.

In answer to 7th interrogatory—I acted in the relation of overseer to the said slaves. I was engaged by Mr. Stafford, who paid me a portion of the money due me for my services.

In answer to 8th interrogatory—I knew of the sale of one of the negroes on Peach Creek; his name I do not recollect; he was sold

by Mr. Stafford, and I received the purchase money; I know nothing of the sale of two of them in Eastern Texas.

In answer to 9th interrogatory—I do not know that any suits have been instituted against Mr. Stafford and his wife, or either of them.

In answer to 10th interrogatory—I know nothing of the subject embraced in the interrogatory.

In answer to 11th interrogatory—I do not know how many of said slaves have been seized.

In answer to 12th interrogatory—I do not know that a writ of sequestration ever issued for the seizure of the said slaves.

In answer to 13th interrogatory.—I do not recollect of ever having heard Mr. Stafford say anything of his difficulties in Louisiana, or of his mortgages in any bank in that State; I do not recollect of ever having heard Mr. Stafford state his reasons for coming to Texas.

In answer to 14th interrogatory—I never heard Mr. Stafford say that he would do anything to prevent the seizure and sale of his negroes at the suit of his creditors in Louisiana, or of any of the banks in Louisiana.

In answer to 15th interrogatory—I do not know that at any one time that all of said negroes have been all together; I had some twenty-five of them in 1846 on Dr. Miller's plantation in Fort Bend county; they were worked by me for Mr. Stafford.

In answer to 16th interrogatory—I do not know that James Alexander McWaters ever had the control of the negroes of Mr. Stafford.

In answer to 17th interrogatory—I know nothing of the subject-matter embraced in the interrogatory.

In answer to 18th interrogatory—I know nothing further.

And further this deponent saith not.

E. R. BRADLEY.

And I, Archibald M. Hughes, commissioner as aforesaid, do hereby certify that I duly swore the said witness before examining him upon the Holy Evangelists: that I reduced his answers to the several interrogatories to him propounded to writing in his presence and read the same over to him, whereupon he signed his name thereto as above written.

In testimony whereof, I have hereunto set my hand and affixed my seal at the day and place above mentioned.

[SEAL.] A. M. HUGHES,
Commissioner.

Corrections and interlineations made by me.

A. M. HUGHES,
Commissioner.

And also, with the depositions hereinbefore stated, were returned to the court here and filed in the cause, but not read in evidence by either party, the answers of Gilbert Leonard, taken de bene esse, under the commission hereinafter stated, and to the following interrogatories.

Commission.

The President of the United States of America, to Jarvis Dockrill, of Brazoria county, greeting:

Whereas a bill of complaint has been filed in the District Court of the United States of America for the District of Texas, in a certain case therein now pending, wherein the Union Bank of Louisiana are complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, are defendants; and whereas it appears by the affidavit of one of the solicitors of the said complainants, that Gilbert F. Leonard, of the county of Brazoria, is the only witness to certain facts sought to be proved by him on the part of the said complainants, and whereas it is fit and proper that the said Gilbert F. Leonard should be examined as a witness in said cause, de bene esse, before the coming of the answers of the said defendants.

Now, therefore know ye, that I, in consideration of your prudence and fidelity, have appointed you, and by these presents do appoint and commission you, and give you full power and authority diligently to examine the said Gilbert F. Leonard, upon certain interrogatories now filed in the clerk's office of the said court on the said complainants and hereto appended; and therefore we command you that at a day as soon after the date of the commission as is practicable, you do cause the said Gilbert F. Leonard to come before you and examine him upon the said interrogatories, upon his corporal oath first taken before you; and that you do take such his examination and reduce it to writing: and when you shall have so taken it you are to send the same to the said court at Galveston, together with the said interrogatories, and this commission closed up under your seal. And I further command you that before you act herein, or be present at the swearing and examination of the said witness, that you do take the oath hereto annexed before some officer competent to administer oaths; and that you do cause the said witness to take the oath also hereto annexed, and I do give you full power and authority to administer the same.

Witness the Honorable John C. Watrous, Judge of the District Court of the said United States for the District of Texas, and the seal of the said court, at Galveston, this 15th day of March, 1848.

THOS. BATES,
Clerk.
By SAML. TERGER,
Dep. Clerk.

Oath to be taken by the Commissioner.

I will, according to the best of my skill and knowledge, truly, faithfully, and without partiality to any or either of the parties in this cause, take the examination of Gilbert F. Leonard, a witness produced and examined by virtue of the commission hereunto annexed upon the interrogatories appended to the same, and I will not publish, disclose or make known to any person or persons whatever, the contents of the deposition of the said witness, until publication shall pass by rule or order of the said court.

JARVIS DOCKRILL.

Subscribed and sworn to before me, this 17th day of March, A. D. 1848.

CHESLEY STRINGFELLOW,
Chief Justice of B. C.

Oath to be taken by the Witness.

I will true answer make to all such questions as shall be asked of me in the interrogatories filed in this cause, pending in the District Court of the United States of America for the District of Texas, wherein the Union Bank of Louisiana are complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, are defendants, without favor or affection to either party, and therein speak the whole truth, and nothing but the truth, so help me God.

LEONARD.

Subscribed and sworn to before me, this 20th day of March, A. D. 1848.

JARVIS DOCKRILL, *Commissioner.*

Interrogatories.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE.
In Chancery.

Interrogatories to be exhibited to Gilbert F. Leonard, of the county of Brazoria, and State of Texas, before Jarvis Dockrill, of the same county and State, a commissioner specially appointed by the Honorable John C. Watrous, Judge of the said court, for the examination of the said Gilbert F. Leonard, in a certain cause in chancery, now depending in the said court, wherein the Union Bank of Louisiana are complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, are defendants, on the part of the said complainants.

First. Do you know personally both of the defendants in the above-named cause; and if so, how long have you known them, and where?

Second. Do you know personally, any of the negro slaves named in the following list, and now or at any time in the possession of Peter MacGreal, Esquire, as receiver of the said court? And if so, which of them? How long have you known them, and in whose possession before they came into the possession of the said receiver? Which of them appear to have been born since the sixth day of June, in the year of our Lord one thousand eight hundred and thirty-seven, and of which female slave are they, so born, the children?

	Years.
1 Bob Davenport, about 32 years of age.	
2 Venus, about	28
3 Elizabeth, her child,	2
4 Sam Rogers, about	43
5 Nancy,	26
6 Fisher, the child of Nancy,	4
7 Diana, child of Nancy,	2
8 Philip, 11 } children of	
9 Edy, 9 } Harriet.	
10 Fanny, about	47
11 Solomon,	14
12 Amanda, child of Fanny,	15
13 Louisa, about	20
14 Eliza, about	18
15 Rachel, child of America,	2
16 Big Jane, about	50
17 Margaret, between 15 and	20
18 Maurice, about	16
19 Willis, child of Minerva,	2
20 Jack, about	50
21 Hortense, about	38
22 Nannette, about	18
23 Blaze, about	50
24 Ben, between 26 and 30	
25 Ben or Benc, or } about	25
26 Ben McClure, }	
27 Cloe, about	38
28 Charlotte, about	16
29 Patsy, about	14
30 Old Maria, about	50
31 Elvira, about	24
32 Patsy, child of Maria, about	10
33 George Lee, about	32
34 Violet, about	26
35 Washington, about	15
36 Henry, child of Big Jane,	
37 about	10
38 John, child of Sam,	6
39 Pierre, about	29
40 Louisa, about	24
41 Juliet, about	20
42 Mary, about	15
43 Andrew, child of Mary, about	10
44 Austin, about	28
45 Maria Johnson, about	30
46 Lavina, her child,	12
47 Coleman, 3 years, } children	
48 Joe, 9 months, } of Maria Johnson.	
49 Edmund Bell, about	40
50 Vicey, about	38
51 Elias Bell, her child, 11	
52 Mahala, her child, 9	
53 Edmund Bell, her child, 4 weeks.	
54 Pleasant, about 26	
55 Hannah, her child, 7 weeks.	
56 Bob, about 34 years.	
57 Amy, about	33
58 Claiborne, 8	
59 Guss, 6 } children	
60 Thad, 4 } of Amy.	
61 Dublin, 11 months,	
62 Paul, about	50
63 Mary, about	45
64 Jane, about	28
65 Harriet, 10 years, } children	
66 Clarissa, 1 year, } of Jane.	
67 Cynthia, about	50
68 Jacob, about	15

		Years.			Years.
69	Little Ben, about	35	92	Mary Ann, child of Big	Mary,
70	Alfred, about	26	93	Minerva, do.	do.
71	Dick, about	28	94	Caroline,	
72	William, about	14	95	Mary Haie, or Mary Jake, about	29
73	Little Lewis, about	25	96	Big Charlotte, about	40
74	Ned, about	23	97	America, about	32
75	Bob, or Benk, about	26	98	Minerva, about	27
76	Sam McClure, about	39	99	Minty, about	26
77	Peter, about	44	100	Judy, and about	33
78	Alonzo, about	37	101	her child, Tom, about	11
79	Perry, about	27	102	Lewis,	
80	Frank, about	30	103	Charity, about	61
81	Albert, about	26	104	Sarah, about	23
82	Henry, about	41	105	Richard, about	19
83	Lewis Rogers, about	46	106	Willis,	
84	Philip, about	22	107	Wallace, about	28
85	Jenny, about	61	108	Ann Friday,	
86	Daphne, about	29	109	Stephen, about	28
87	Clarissa, about	32	110	Tom,	
88	Charlotte, about	28	111	Lewis Blacksmith, about	40
89	Martha, child of Big Jane,		112	Levi,	
90	Big Mary, about	47	113	Britton, about	34
91	Sophia, her child,				

Third. When did you first know the said negro slaves, and in whose possession were they then? If in the possession of Josiah S. Stafford, or Jeanetta Kirkland, his wife, the said defendants, how were they employed then, and subsequently? Who had the control and management of them? Who appeared to be the owner of them? Where were they when you first knew them? Where and to what places were they afterwards removed?

Fourth. Did the said negro slaves always go by the same names? And if not, how, when and by whom were their names changed, and for what declared purpose? Which of them had their names so changed, and what appears to be the real name of each?

Fifth. Did the said Josiah S. Stafford, or his said wife, ever declare to you, or in your presence, or hearing, the reasons of his or her leaving the State of Louisiana? And if so, what did he or she say were his or her reasons for so leaving the said State? Did he or she ever mention a mortgage upon any or all of the said negro slaves, and if so, what mortgage, and what did he or she say respecting it?

Sixth. Did the said Josiah S. Stafford, or his said wife, ever to your knowledge, express an intention of leaving Texas? And if so, at what time or times, and for what avowed objects? Did he or she ever express an intention of holding and retaining the said negro slaves notwithstanding any mortgage, debt, or lien upon them?

First. Do you know personally both of the defendants in the above-named cause; and if so, how long have you known them, and where?

Second. Do you know personally, any of the negro slaves named in the following list, and now or at any time in the possession of Peter MacGreal, Esquire, as receiver of the said court? And if so, which of them? How long have you known them, and in whose possession before they came into the possession of the said receiver? Which of them appear to have been born since the sixth day of June, in the year of our Lord one thousand eight hundred and thirty-seven, and of which female slave are they, so born, the children?

		Years.
1	Bob Davenport, about 32 years of age.	
2	Venus, about	28
3	Elizabeth, her child,	2
4	Sam Rogers, about	43
5	Nancy,	26
6	Fisher, the child of Nancy,	4
7	Diana, child of Nancy,	2
8	Philip, 11 } children of	
9	Edy, 9 } Harriet.	
10	Fanny, about	47
11	Solomon,	14
12	Amanda, child of Fanny,	15
13	Louisa, about	20
14	Eliza, about	18
15	Rachel, child of America,	2
16	Big Jane, about	50
17	Margaret, between 15 and	20
18	Maurice, about	16
19	Willis, child of Minerva,	2
20	Jack, about	50
21	Hortense, about	38
22	Nannette, about	18
23	Blaze, about	50
24	Ben, between 26 and 30	
25	Ben or Benc, or } about	25
26	Ben McClure, }	
27	Cloe, about	38
28	Charlotte, about	16
29	Patsy, about	14
30	Old Maria, about	50
31	Elvira, about	24
32	Patsy, child of Maria, about	10
33	George Lee, about	32
34	Violet, about	26
35	Washington, about	15
36	Henry, child of Big Jane,	
37	about	10
38	John, child of Sam,	6
39	Pierre, about	29
40	Louisa, about	24
41	Juliet, about	20
42	Mary, about	15
43	Andrew, child of Mary, about	10
44	Austin, about	28
45	Maria Johnson, about	30
46	Lavina, her child,	12
47	Coleman, 3 years, } children	
48	Joe, 9 months, } of Maria Johnson.	
49	Edmund Bell, about	40
50	Vicey, about	38
51	Elias Bell, her child, 11	
52	Mahala, her child, 9	
53	Edmund Bell, her child, 4 weeks.	
54	Pleasant, about 26	
55	Hannah, her child, 7 weeks.	
56	Bob, about 34 years.	
57	Amy, about	33
58	Claiborne, 8	
59	Guss, 6	children
60	Thad, 4	of Amy.
61	Dublin, 11 months,	
62	Paul, about	50
63	Mary, about	45
64	Jane, about	28
65	Harriet, 10 years, } children	
66	Clarissa, 1 year, } of Jane.	
67	Cynthia, about	50
68	Jacob, about	15

		Years.			Years.
69	Little Ben, about	35	92	Mary Ann, child of Big Mary,	
70	Alfred, about	26	93	Minerva, do. do.	
71	Dick, about	28	94	Caroline,	
72	William, about	14	95	Mary Haie, or Mary Jake, about	29
73	Little Lewis, about	25	96	Big Charlotte, about	40
74	Ned, about	23	97	America, about	32
75	Bob, or Benk, about	26	98	Minerva, about	27
76	Sam McClure, about	39	99	Minty, about	26
77	Peter, about	44	100	Judy, and about	33
78	Alonzo, about	37	101	her child, Tom, about	11
79	Perry, about	27	102	Lewis,	
80	Frank, about	30	103	Charity, about	61
81	Albert, about	26	104	Sarah, about	23
82	Henry, about	41	105	Richard, about	19
83	Lewis Rogers, about	46	106	Willis,	
84	Philip, about	22	107	Wallace, about	28
85	Jenny, about	61	108	Ann Friday,	
86	Daphne, about	29	109	Stephen, about	28
87	Clarissa, about	32	110	Tom,	
88	Charlotte, about	28	111	Lewis Blacksmith, about	40
89	Martha, child of Big Jane,		112	Levi,	
90	Big Mary, about	47	113	Britton, about	34
91	Sophia, her child,				

Third. When did you first know the said negro slaves, and in whose possession were they then? If in the possession of Josiah S. Stafford, or Jeanetta Kirkland, his wife, the said defendants, how were they employed then, and subsequently? Who had the control and management of them? Who appeared to be the owner of them? Where were they when you first knew them? Where and to what places were they afterwards removed?

Fourth. Did the said negro slaves always go by the same names? And if not, how, when and by whom were their names changed, and for what declared purpose? Which of them had their names so changed, and what appears to be the real name of each?

Fifth. Did the said Josiah S. Stafford, or his said wife, ever declare to you, or in your presence, or hearing, the reasons of his or her leaving the State of Louisiana? And if so, what did he or she say were his or her reasons for so leaving the said State? Did he or she ever mention a mortgage upon any or all of the said negro slaves, and if so, what mortgage, and what did he or she say respecting it?

Sixth. Did the said Josiah S. Stafford, or his said wife, ever to your knowledge, express an intention of leaving Texas? And if so, at what time or times, and for what avowed objects? Did he or she ever express an intention of holding and retaining the said negro slaves notwithstanding any mortgage, debt, or lien upon them?

and if so, at what time or times, and in what way, and what words did he or she use?

Seventh. Did the said Josiah S. Stafford, or his said wife, ever to your knowledge, take means to prevent any or all the said slaves from being seized under the process of any court in Texas? And if so, when and what means, and how? Did he or she ever cause any or all of the said slaves to be scattered, or secreted, or removed from place to place, and if so, when, and for what declared purpose?

Eighth. Did the said Josiah S. Stafford, or his said wife, ever to your knowledge, declare that he or she did not expect to obtain justice in the District Court of the United States, for the District of Texas? And if so, when, and in what words? Did he or she ever express an intention of evading the process of the said court? And in what way?

Ninth and last. Do you know, or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

WILLIAM G. HALE,
Solicitor for Complainants.

In Chancery.

Gilbert F. Leonard, a witness produced, sworn and examined on direct interrogatories to him administered in a certain cause pending in the District Court of the United States of America, for the District of Texas, sitting in Chancery, wherein the Union Bank of Louisiana are complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, are defendants, on the part of the said complainants, deposeth as follows, viz:

Deposition.

To the first interrogatory this deponent saith—I only know Josiah S. Stafford since the year 1846, at Richmond, in Texas.

To the second interrogatory he saith—Yes, I know Bob Davenport, Venus, Sam Rogers, Nancy, Diana, Philip, Fanny, Solomon, Amanda, Louisa, Eliza, Big Jane, Margaret, Manuel, Jack, Hortense, Nannett, Blaze, Ben, Blaze, Alabama Ben, Ben Bayou de Glaze, Cloey, Charlotte, Patsey, Maria, Old Elvira, Patsey, child of Maria, George Lee, Violet, Washington, Pierre, Louisa, Juliet, Mary, Andrews, Austin, Maria Johnson, Edmund Bell, Vicey, Elias Bell, Mahala, Pleasant, Bob, Amy, Claiborne, Paul, Mary, Jane, Cynthia, Jacob, Alfred, Dick, William, Lewis, Ned, Peter, Clarissa, Big Mary, Mary Jake, Minty, Willis, Wallace, Friday, Stephen, Lewis Blacksmith, Briton; I have known the above-named negro slaves since the year 1846; in the possession of Josiah S. Stafford;

all those under 10 years of age appear to be born since the 6th day of June, 1837; they show for themselves who is the mother.

To the third interrogatory he saith—I first knew the negro slaves in 1846, in the possession of Josiah S. Stafford; they were employed on a plantation, or two different places, hired of Jones and Miller, by Josiah S. Stafford, in Fort Bend county, and the balance hired or loaned out through the county. Edward Bradley, as overseer, had the management of them, and a man named Askew, in Edward Bradley's absence had the management, and Josiah S. Stafford appeared to be the owner of the slaves; when I first knew them they were in different places; they were removed to Houston, San Jacinto, and other places.

To the fourth interrogatory he saith—Yes.

To the fifth interrogatory he saith—No, I never heard either of the defendants speak of a mortgage or claim of any sort or kind against them or their negroes.

To the sixth interrogatory he saith—Josiah S. Stafford expressed a desire frequently to leave Texas, and for what object I do not know; neither of them to my knowledge, ever expressed an intention of holding and retaining said slaves; notwithstanding a*nd* mortgage debt or lien upon them, as I never heard anything about a mortgage or lien upon the slaves from either of the defendants.

To the seventh interrogatory he saith—I know nothing about this interrogatory.

To the eighth interrogatory he saith—I know nothing about this interrogatory.

To the ninth interrogatory he saith—I know nothing that would be material to the plaintiffs in this cause.

(Signed) LEONARD.

I, Jarvis Dockrill, a commissioner especially appointed to take the examination of the above-named Gilbert Leonard, in the above-named cause, do hereby certify that on the 30th day of March, 1848, the said Leonard appeared before me at Brazoria, in the State of Texas, and that I administered to him the oath annexed to the commission under which I then and now act; and that I proceeded to take his examination upon the interrogatories herewith returned; that I reduced the same to — in his presence, and that he subscribed his name thereto, as appears above, and that I am not a party in the said cause, nor attorney, nor solicitor of counsel in the same, nor in anywise interested in the event thereof.

JARVIS DOCKRILL,
Commissioner.

And also with the depositions hereinbefore stated, were returned to the court here and filed in the cause, but not read in evidence by either party, the answers of John W. Brooks and John P. Gill, taken de bene esse, under the commission hereinafter stated, and to the following interrogatories.

The President of the United States to Jarvis Dockrill, of the County of Brazoria, State of Texas, greeting:

Know ye that I, in consequence of your prudence and fidelity, have appointed, and do, by these presents, give unto you full power and authority diligently to examine all witnesses whatsoever upon certain interrogatories to be exhibited to you, in a cause now depending and at issue in chancery, in the District Court of the United States, for the district of Texas, wherein the Union Bank of Louisiana are complainants, and Josiah S. Stafford and Jeannetta Kirkland, his wife, are defendants; and therefore I command that you do, at certain days and places to be appointed for that purpose, cause the witnesses named in the title to said interrogatories, or such of them as shall be delivered to you, to come before you, and then and there examine them apart upon the said interrogatories, either on their respective corporal oaths, first taken before you upon the Holy Evangelists, or, in case of Quakers, upon their solemn affirmation and declaration, or in such other solemn manner as is, or may be, authorized by law, and that you also take such their examinations and reduce them into writing; and when you shall have so taken them you are to send the same to the clerk of the above-named court without delay whatsoever. It shall be closed up, and under your seal distinctly and plainly set together, with the said interrogatories and this writ. And I further command you, that before you act in, or be present at, the swearing or examining any witness or witnesses, you do take and subscribe the oath specified in the schedule hereunto annexed, before a commissioner of the United States or a judge of some Court of Record. Witness the Honorable John C. Watrous, Judge of the District Court of the United States for the District of Texas, and seal of the said court, this fifteenth day of January, in the year of our Lord one thousand eight hundred and forty-nine.

[SEAL.] JAMES LOVE,
Clerk.

I will, according to the best of my skill and knowledge, truly, faithfully, and without partiality to any or either of the parties in this cause, take the examinations and depositions of all and every witness and witnesses produced and examined by virtue of the commission annexed, upon the interrogatories delivered to me, and I will not publish, disclose, or make known to any person or persons whatsoever the contents of all or any of the depositions of the witness to be taken by me, until publication shall pass pursuant to some general or special order of the court wherein the same are taken. So help me God.

JARVIS DOCKRILL.

Subscribed and sworn to this 19th day of February, A. D. 1849.

EDWARD PURCELL,
Chief Justice, County of Brazoria.

Interrogatories.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.

Interrogatories to be administered to John W. Brooks and John P. Gill, witnesses to be produced, sworn, and examined in a certain cause now depending and at issue in the District Court of the United States, for the district of Texas, wherein the Union Bank of Louisiana are complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, are defendants, on the part of the said complainants.

First. Do you know the parties defendant in the title to these interrogatories named, or either, and which of them? How long have you known them respectively? Declare the truth, and your utmost knowledge, remembrance, and belief herein.

Second. Do you recollect a suit commenced in the District Court for the county of Brazoria, in the year 1846, by the Union Bank of Louisiana, as plaintiff, against Josiah S. Stafford, as defendant? If yea, state in what capacity as an officer of said court you were acting at the time of the institution and during the pendency of said suit?

Third. What writs were directed to you or placed in your hands to be executed during the pendency of said suit? If any writs of sequestration, state what attempts, and when, you made to execute them? State particularly.

Fourth. What cause prevented you from executing such writs of sequestration? What opposition, if any, was made to you in executing such writs, and by whom? What difficulties were created and by whom therein? State particularly.

Fifth. Who of the persons who opposed, obstructed or prevented the execution of such writs, were reputed to be friends of the defendants hereto? What language and expression did they use in your hearing relative to the execution and object of such writs? Declare, etc.

Sixth. Where were the negro slaves named in said writs placed, secreted or concealed at and after the time when you attempted to execute the same? What means were used, and by whom, to secrete and conceal them? Declare, etc.

Seventh. What did you ever hear either of the said defendants say, with relation to the execution of such writs and the object and result of said suit, and the means he or she would use to prevent the said negro slaves from being so seized? State particularly.

Eighth. Do you know or can you set forth any other matter or thing which may be a benefit or advantage to either of the parties

at issue in this cause, or that may be material to the subject of this your examination, or the matter in question in this cause? If yea, set forth the same fully and at large in your answer.

EBN. ALLEN AND WM. G. HALE,
Solicitors and of Counsel for Compl'ts.

A true copy of the original interrogatories.

JAMES LOVE,
Clerk.

THE UNITED STATES OF AMERICA,
District of Texas.

Deposition of John W. Brooks, a witness produced, sworn and examined on the 19th day of March, in the year of our Lord one thousand eight hundred and forty-nine, by virtue of a commission issuing out of the District Court of the United States for the District of Texas, in Chancery, between the Union Bank of Louisiana, as complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, defendants. I, the acting commissioner under the said commission, having first duly taken the oath annexed to the said commission, according to the tenor and effect thereof, and as thereby directed, on the part and behalf of the said complainants.

You shall true answer make to all such questions as shall be asked of you on these interrogatories, without favor, affection or partiality, and therein you shall speak the truth, the whole truth, and nothing but the truth, so help you God.

JOHN W. BROOKS.

John W. Brooks, of Columbia, in the county of Brazoria and State of Texas, aged 32 years, a witness produced, sworn and examined on the part and behalf of the said complainants, deposeth and saith as follows:—

Deposition.

To the first interrogatory he saith—I have no personal acquaintance with either of the parties defendant.

To the second interrogatory he saith—I recollect there was a suit commenced in the District Court of Brazoria county, in the year 1846, by the Union Bank of Louisiana against Josiah S. Stafford and wife. I was sheriff of Brazoria county at that time.

To the third interrogatory he saith—The first writs placed in my hands was a writ of citation, and a writ of sequestration directing me to seize certain negroes named in said writ of sequestration, on the receipt of said writ. I immediately proceeded to Oyster Creek, accompanied by my deputy, having been informed that the said negroes were in the possession of several persons residing on Oyster Creek, in Brazoria county, and I was unable to find any of the said negroes named in the said writ.

To the fourth interrogatory he saith—I did not know any of the said negroes, and had no person that could identify any of them; there was no forcible opposition by any person. I first went to Mr. Alexander Compton's, having understood that a large number of said negroes were there, and Mr. Compton said I could not have any of the negroes, and upon examination in his field I could not find any that I supposed to be the said negroes. The only persons that I understood had any *any* of the said negroes were Mr. Alexander Compton, Mr. Leander H. McNeil, and I think Mr. W. W. Williams, and, as I said before, neither of them opposed the execution of the writ by any force, nor can I say positively that the secreted the negroes or kept them out of my way.

To the fifth interrogatory he saith—All of the three persons named above were reported to be friends of the defendants; they all used a great many expressions which I cannot now remember, but they were all tending to justify the defendants and condemning the bank.

To the sixth interrogatory he saith—I do not know where the negroes were concealed. I stated all I know in my answer to the fourth interrogatory.

To the seventh interrogatory he saith—I never heard either of the defendants say anything, having no acquaintance with either of them.

To the eighth interrogatory he saith—I know nothing except was is contained in my answers above.

JOHN W. BROOKS.

And I, Jarvis Dockrill, commissioner as aforesaid, do hereby certify that I duly swore the said witness before exam*ing* him; that I reduced his answers to the several interrogatories to him propounded to writing, in his presence, and read the same over to him, whereupon he signed his name thereto, as above written.

In testimony whereof I have hereunto set my hand and affixed my seal, this 19th day of March, A. D. 1849.

JARVIS DOCKRILL, [SEAL.]
Commissioner.

THE UNITED STATES OF AMERICA,
District of Texas.

Deposition of John P. Gill, a witness produced, sworn and examined on the 29th day of March, in the year of our Lord one thousand eight hundred and forty-nine, by virtue of a commission issuing out of the District Court of the United States for the District of Texas, in Chancery, between the Union Bank of Louisiana, as*e* complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, defendants. I, the acting commissioner under the said commission, having first duly taken the oath annexed to the said commission, according to the tenor and effect thereof, and as thereby directed, on the part and behalf of the said complainants.

John P. Gill, you shall true answer make to all such questions as shall be asked of you on these interrogatories without favor, affection or partiality, and therein you shall speak the truth, the whole truth, and nothing but the truth, so help you God.

JOHN P. GILL.

John P. Gill, of Brazoria, in the county Brazoria, and State of Texas, aged 40 years, a witness produced, sworn and examined on the part and behalf of the said complainants, deposeth and saith as follows:

Deposition.

To the first interrogatory he saith—I know Josiah S. Stafford, one of the defendants in the above-entitled suit. I have known him since the summer of 1845.

To the second interrogatory he saith—I recollect a suit commenced in the District Court for the county of Brazoria, in the summer of 1845, by the Union Bank of Louisiana vs. Josiah S. Stafford et al. defendants. I was acting as deputy sheriff of Brazoria county at the commencement of said suit, and from August, 1846, I acted as sheriff.

To the third interrogatory he saith—There was placed in the hands of the sheriff of Brazoria county writs of citation and sequestration while I was acting as deputy sheriff, and I proceeded with the sheriff to Oyster Creek in Brazoria county, where I was informed the most of the negroes named in the writ of sequestration were, and not knowing any of the said negroes and having no person that could identify any of them, I was not able to get any of the said negroes, and I do not know that I saw any of them.

To the fourth interrogatory he saith—I have stated the cause in my answer to the 3d interrogatory, the only opposition that I met with was by a young man about 19 or 20 years of age, whom I was told was a brother of Josiah S. Stafford, who swore that we should not take the negroes; the difficulty was we could not find the negroes.

To the fifth interrogatory he saith—There was no person opposed the execution of said writs except the young man mentioned in my answer to the fourth interrogatory; nearly all the neighbors on Oyster Creek are reputed to be friends of Josiah S. Stafford and opposed to the bank. I do not recollect the language used.

To the sixth interrogatory he saith—I do not know where the negro slaves were secreted or placed at the time that I attempted to execute said writ. I believe they were removed from this county shortly afterwards. I do not know what means were used to conceal the said negroes.

To the seventh interrogatory he saith—I believe I have heard Josiah S. Stafford say that he wished that the writs had been executed in this county; he said he would much rather have the trial in the District Court of Brazoria county than in the United States Court

in Galveston. I have heard Josiah S. Stafford speak of the result of the suit; he always spoke as being very sanguine of gaining it. I do not recollect him saying that he would use any means to prevent the said negro slaves from being seized.

To the eighth interrogatory he saith—I do not know anything more that would be material to either of the parties at issue. The foregoing testimony has reference to a suit commenced in the District Court of Brazoria county in June, 1845, by the Union Bank of Louisiana against Josiah S. Stafford and wife.

JOHN P. GILL.

And I, Jarvis Dockrill, commissioner as aforesaid, do hereby certify that I duly swore the said witness before examining him, that I reduced his answers to the several interrogatories to him propounded to writing in his presence and read the same over to him, whereupon he signed his name thereto as above written.

In testimony whereof I have hereto set my hand and affixed my seal at the day and place above mentioned.

[SEAL.] JARVIS DOCKRILL,
Commissioner.

March 29th, 1849.

Afterwards, to wit: on the day and year aforesaid, the said complainants, by other counsel aforesaid, offered and read in evidence in the said cause the affidavit of the said Jeanetta Kirkland, wife of the said Josiah S. Stafford, filed therein, on the twenty-eighth day of June, in the year of our Lord one thousand eight hundred and forty-eight, hereinbefore set forth.

Afterwards, to wit: on the day and year aforesaid, the said complainants, by their counsel aforesaid, offered and read in evidence the part of the answer of the said Jeanetta Kirkland, wife of the said Josiah S. Stafford, contained on the twelfth page thereof, and being her answer to the sixth interrogatory in said complainants' bill of complainant contained, in the words following, to wit:

Parts of answer read in evidence.

"This defendant, answering complainants' sixth interrogatory, further says, that the defendant, Josiah S. Stafford, first removed to Texas on or near the twenty-eighth day of February, in the year of our Lord one thousand eight hundred and forty-five, and that he brought or caused to be brought to Texas about one hundred slaves; that this defendant first removed to Texas on or near the first day of January, in the year of our Lord one thousand eight hundred and forty-six: that defendants have resided in Texas ever since the dates of their respective arrivals, and that this defendant has kept the slaves in her possession in the counties of Galveston, Brazoria, Harris, Fort Bend and Austin, and that she does not now remember

how often said slaves or any of them have been removed, or from what to what places. But she alleges that all of the slaves that were brought to Texas as aforesaid, and that are now living, are now in the counties aforesaid, and are held subject to the orders of this honorable court. She further states that the following of the slaves in complainants' bill mentioned are dead, to wit: Daphne, Limas, Tom, Charity, Sarah, Ben, Richard, Mary, Minerva, Sally, Caroline, Jenny, Aaron, Henry, John Dixon, Peggy, Harriet, Henry, Alfred, Jerry, William, Alonzo, Peter, Sam McClure, and Friday: being in all twenty-five in number. And the following never were brought from Louisiana, and to the best of this defendant's knowledge and belief are still living in said State, to wit: William, Jacob, Perry, Zachariah, Lewis Rogers and Hester; being in all six in number.

And the said complainants here rested their testimony in the said cause. Whereupon, and on the said day and year, the said defendants, to wit: Josiah S. Stafford, and Jeanetta Kirkland, his wife, by their counsel aforesaid offered to read in evidence to the court here, in the said cause, certain parts of the answer of the said Jeanetta Kirkland to the bill of complaint; and the said complainants, by their counsel aforesaid, objected to the said defendants reading all or any portion of the said answer as evidence; but this their objection was overruled by the court, and at the request of the said complainants the following entry was made.

The complainants objected on the hearing to defd'ts reading all or any portion of their answer as evidence. Objection overruled.

JAMES LOVE,
Clerk.

July 5th.

And thereafter, the said defendants, by their counsel aforesaid, read in evidence parts of the answer of the said Jeanetta Kirkland, to the first and second interrogatories in the bill of complaint contained, that is to say, all of said answer from the first line of the second page thereof, to and including the word "stated" on the twenty-first line of the said page, and from the first of the ninth page to and including the word "mentioned" on the thirteenth line of said page, and from the word "and" on the twenty-eighth line to the word "Flint" on the thirty-first line of said page, being the passages following, to wit.

"This defendant, answering complainants' first interrogatory, says 'that she admits it to be true as in the bill mentioned in that behalf, that she and her husband Josiah S. Stafford, hereinafter called defendants, did execute their obligation in the bill described as bearing date the twenty-second day of May, in the year of our Lord one thousand eight hundred and forty-one, for the sum of thirty thousand dollars, payable by instalments, with interest thereon, as in the bill stated, in favor of said complainant, and said obligation was executed in the manner and form therein alleged; a copy of

which obligation, when procured, for greater certainty, this defendant begs leave to file herewith, marked "*Exhibit No.* 1," and prays that the same may be taken as part of her answer. But this defendant denies that said obligation was executed for the purposes in the bill alleged; and she also denies that the same was secured by an act of mortgage duly executed by defendants, and passed before George Richard Waters in the manner and on the day in the bill stated."

"This defendant, answering complainants' second interrogatory, says that said public act is not truly and properly described in the bill. On the contrary, she alleges that complainant with a full knowledge thereof has suppressed the fact that it was not merely executed by defendants, but by them and Isaac Thomas, as aforesaid. And this defendant further says, that the tenor, terms, agreements, stipulations and provisions of the said public act are not in substance and effect as they are in the bill stated to be: on the contrary, she avers that they embrace and include in like manner as said slaves, divers tracts of land hereinbefore mentioned."

"And this defendant further says, that said public act contains a certain intervention on the part of the aforesaid Isaac Thomas, for himself, and as executor of M. P. Flint."

And thereupon the said defendants, by their counsel aforesaid, offered to read as evidence in the said cause the remaining portions of the answers of the said Jeanetta Kirkland to the said first and second interrogatories in the bill of complaint contained, but the said complainants by their counsel aforesaid objected thereto, and the said portions were accordingly excluded by the court, and not read in evidence in said cause.

Afterwards, to wit, on the ninth day of the said month of July, in the year aforesaid, to which day the hearing of the said cause had been continued by the court, the said defendants, by their counsel aforesaid, offered to read in evidence in the said cause the papers hereinbefore set forth, marked exhibit No. 1, and exhibit No. 3, and attached to the answer of the said Jeanetta Kirkland; and thereupon the said complainants, by their counsel, objected to the reading of the same in evidence, for reasons then assigned; but their objections were overruled by the court here, and the said papers read in evidence accordingly.

Afterwards, to wit, on the said day and year, the said defendants, by their counsel aforesaid, offered to read in evidence in the said cause the paper document hereinbefore set forth, and marked exhibit No. 4, and atached to the answer of the said Jeanetta Kirkland; and thereupon the said complainants, by their counsel aforesaid, objected to the reading of the same in evidence, and filed the following objections in writing, to wit:

Objections.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE.
In Chancery.

Ebenezer Allen and William G. Hale, of counsel for the complainants in the above-entitled cause, object to the introduction as evidence of the paper purporting to be a copy of the record of the proceedings in the District Court of the sixth district of the State of Louisiana, for the parish of Rapides, on an application made by the Union Bank of Louisiana, for an order of seizure and sale against Josiah S. Stafford and Jeanetta Kirkland, his wife, including the writ of seizure and sale and the return thereon by the sheriff, which paper has been offered as evidence by the defendant, Jeanetta Kirkland, for the following reasons:

First. It does not sustain any allegation in the answer of the said defendant.

Second. It shows an order of seizure and sale obtained on the 22d of April, 1843, whereas the answer sets up an order, obtained on the 24th of April, 1843.

Third. The writ of seizure and sale recites a judgment of the District Court of the parish of Rapides, and no such judgment appears in the record.

Fourth. The writ of seizure and sale does not set forth the names of the defendant or defendants, nor show who they were.

Fifth. The return of the sheriff does not state the manner in which the formalities required by law were complied with, and this court being a court of the United States, in a State different from that in which the transactions took place, cannot adopt the presumptions in favor of the sufficiency of the return, which the local courts of that State might adopt.

Sixth. The return of the sheriff states that the property was advertised to be sold and was actually sold at the residence of Josiah S. Stafford, contrary to law.

Seventh. The return of the sheriff shows that no notice was given in the advertisements of the hour of sale as was required by law.

Eighth. The return of the sheriff does not show that any notice of appraisement was given to the parties, as required by law.

Ninth. The return of the sheriff does not show that one of the advertisements was posted up on the court-house door, as required by law.

Tenth. The return of the sheriff shows that the second sale was about four months after the first exposure, instead of fifteen days as required by law.

Eleventh. The return of the sheriff does not show that any notice was given upon the second exposure that the purchaser would be required to furnish good and sufficient joint security, and a special mortgage upon the property, bearing interest at the same rate as that allowed by the original obligation.

Twelfth. The return of the sheriff does not state that William M. Stafford was the last and highest bidder.

Thirteenth. The sheriff's return is not legal or sufficient evidence of the sale.

And the said counsel, therefore, object to the introduction of this paper as evidence, and ask that the same may be excluded from the consideration of the court.

EBN. ALLEN & WM. G. HALE,
Of Counsel for Complainants.

And afterwards, to wit, on the said day and year, the said objections having been considered by the court, after the argument of counsel thereupon, the same were overruled, and the said paper document marked exhibit No 4 was read in evidence by the defendants accordingly.

Afterwards, to wit, on the said day and year, the said defendants, by their counsel aforesaid, offered to read in evidence in the said cause the answers of Frederic Frey, George Alfred Freret, Lucien Hermann and Charles D. Lee, to the interrogatories following, taken under the commission hereinafter stated, to wit:

Commission.

The President of the United States of America. To Albert C. Ainsworth and Edmund Randolph, or either and each of them. Greeting:

Know ye, that I, in consequence of your prudence and fidelity, have appointed, and by these presents do give unto you, and each of you, full power and authority diligently to examine all witnesses whatsoever, upon certain interrogatories to be exhibited to you in a cause now depending and at issue in chancery in the District Court of the United States for the district of Texas, wherein the Union Bank of Louisiana are complainants and Josiah S. Stafford and Jeanetta Kirkland his wife are defendants, and therefore, I command that one of you do at certain days and places to be appointed for that purpose, cause the witness named in the title to said interrogatories, or such of them as shall be delivered to you, to come before you, and then and there examine them apart upon the said interrogatories, either on their respective corporal oaths first taken before you upon the Holy Evangelist—or in case of Quakers, upon their solemn affirmation and declaration, or in such other manner as is or may be authorized by law, and that you do take such their examinations and reduce them into writing; and when you shall have

so taken them, you are to send the same to the clerk of the above-named court without delay whatsoever; it shall be closed up and under your seal, distinctly and plainly set together with the said interrogatories, and this writ. And I further command you, that before you act in, or be present at the swearing or examining any witness or witnesses, you do take and subscribe the oath specified in the schedule hereunto annexed before a commissioner of the United States or a judge of some court of record.

Witness the Honorable John C. Watrous, judge of the District Court of the United States for the district of Texas, and seal of the said court, this second day of November in the year of our Lord one thousand eight hundred and forty-eight.

[SEAL.] THOS. BATES,
Clerk.

I will, according to the best of my skill and knowledge, truly, faithfully, and without partiality to any or either of the parties in this cause, take the examinations and depositions of all and every witness and witnesses produced and examined by virtue of the commission annexed upon the interrogatories delivered to me, and I will not publish, disclose, or make known to any person or persons whatsoever, the contents of all or any of the depositions of the witnesses, or any of them to be taken by me until publication shall pass pursuant to some general or special order of the court. Wherein the same are taken. So help me God.

A. C. AINSWORTH,
Commissioner.

Subscribed and sworn to, this 22d day of November, A. D. 1848, before me.

C. B. BEVERLY,
U. S. Commissioner.

Interrogatories to Frederic Frey and Alfred Freret.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between

THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.

In Chancery.

Interrogatories to be administered to Frederic Frey and George Alfred Freret, witnesses to be produced, sworn and examined in a certain cause now depending and at issue in the District Court of the United States for the district of Texas, wherein the Union Bank of Louisiana are complainants, and Josiah S. Stafford and

Jeanetta Kirkland, his wife, are defendants, on the part of the complainants.

First. Do you know the parties defendant in the title to these interrogatories named, or either of them, and which? How long have you known them respectively? Declare the truth and your utmost knowledge, remembrance and belief herein.

Second. Are you acquainted or not with the affairs and business of the Union Bank of Louisiana named in the title to these interrogatories, and the manner in which that business has been transacted? If yea, how long have you been so acquainted, and what have been your means or opportunities for obtaining such acquaintance? Declare, etc.

Third. Are you or not a stockholder in the said Union Bank of Louisiana, or interested in the event of this cause? Declare, etc.

Fourth. When, if ever, did the said Josiah S. Stafford, or his said wife, apply to the said bank for a loan of money? How, and to whom did he or they make such an application? For what amount to be so loaned did he or they apply? What security did he or they offer for the repayment of such amount, and when was such application accepted? Declare, etc.

Fifth. Have you or not access to the books of the said bank, and are you acquainted with the entries they contained with relation to said loan? If yea, state what amount was passed to the credit of the said Josiah S. Stafford upon the books of the said bank in consequence of the acceptance of the application aforesaid. If the amount so passed to the credit of the said Josiah or his said wife be less than the amount of the loan agreed upon, how was the difference occasioned? Declare, etc.

Sixth. How did the said Josiah draw from the said bank the amount so passed to his credit? What voucher has the said bank for such draft? If a check, how and when was such check satisfied? Annex a true copy of such check.

Seventh. How and by what written instruments did the said Josiah and his said wife secure the repayment of the amount of the said loan to the said bank? If by an obligation and mortgage, annex the original of the obligation, and state whether you know the handwriting of the parties; or if you cannot annex the original, state the cause, and annex a true copy thereof. Who acted on behalf of the said Josiah and his said wife in executing the obligation and mortgage? By what authority did he so act, and when were the same executed? Declare, etc.

Eighth. How were the terms, provisions, and stipulations of the said obligation and mortgage observed on the part of the said Josiah and his said wife? How much, if any, of the said amount secured thereby was paid to the said bank at the time it was stipulated in the said obligation? If none, what excuse of defence did the said defendants make for their failure, and when did the grounds of such

excuse or defence first become known to the directors or officers of the said bank? Declare, etc.

Ninth. What was proposed on the part of the defendants as a settlement or compromise of the difficulty? What were the terms of that settlement, and the reasons which induced the directors of the bank to agree to them? At whose solicitation principally was the settlement made? If at the solicitation of Josiah S. Stafford or Isaac Thomas, by whose instance and procurement did they or either of them act? That of the bank or that of their friends and themselves? What part did Jeanetta K. Stafford take in the negotiations and in effecting the settlement; and what part did her friends take for her? Declare, etc.

Tenth. What instrument in writing, obligations, notes, mortgages, or ot er written contracts were executed by the said defendants, or either of them, in pursuance of such settlement? If any money, obligation, or promissory notes, annex the originals hereto, if you may rightly do so, and state whether you know the handwriting of the parties signing the same? If you cannot annex the originals, annex true copies thereof.

Eleventh. How were the terms of the new agreement or *or* settlement and of the obligation complied with on the part of the defendants? How much of the amount by such obligation acknowledged to be due to the said bank was paid by the defendants or either of them? If none, what steps were taken by the directors and officers of the said bank to compel such payment; and what was the conduct of the defendants thereupon, and what new arrangement did they propose, and on what terms, and by whom to be fulfilled?

Twelfth. How far were the terms of this new arrangement complied with? How much money was received, and when and how by the said bank in consequence thereof? What failure occurred on the part of William M. Stafford in complying with such arrangement, and when? What did he propose to the directors of the said bank? When did he make such proposal, and what did they determine to do? Declare, etc.

Thirteenth. What became of the slaves mortgaged to the said bank by Josiah S. Stafford and his said wife? When were they removed from the State of Louisiana, and by whom? When did Josiah S. Stafford leave the State of Louisiana, and for what other State or country? Declare, etc.

Fourteenth. How much did the land mortgaged to the bank sell for? Who bid it in, and for whom? What were the net amount of the sales, and why was the net amount different from the gross amount? What is the present indebtedness of Josiah S. Stafford and his said wife to the said bank, as it appears from the books thereof? Annex an account of such indebtedness, allowing all offsets for money received by the bank towards extinguishing such indebtedness. Has the bank yet succeeded in selling the land mort-

gaged and purchased on its account, or what disposition has been made of it? Declare, etc.

Fifteenth. When did Mrs. Jeanetta Kirkland above named attain the age of twenty-one years? Declare, etc.

Sixteenth and last. Do you know or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this issue, or either of them, or that may be material to the subject of this your examination, or to the matters at issue in this cause? If yea, set forth the same fully and at large in your answer.

EBN. ALLEN AND WM. G. HALE,
Solicitors and of Counsel for Complainants.

A true copy of the original.

THOMAS BATES,
Clerk.
A. C. AINSWORTH,
Commissioner.

STATE OF LOUISIANA,
Parish and City of New Orleans.

Depositions of witnesses produced, sworn and examined on the twenty-second and twenty-third days of November, in the year of our Lord one thousand eight hundred and forty-eight, at my office, number 38 Camp street, in said city of New Orleans, by virtue of a commission issuing out of the District Court of the United States for the District of Texas, in Chancery, to me, and to Edmund Randolph (or either of us) directed, for the examination of witnesses in a cause there depending in Chancery, between the Union Bank of Louisiana complainant, and Josiah J. Stafford and Jeanetta Kirkland, his wife, defendants.

I, Albert Childe Ainsworth, the acting commissioner under the said commission, having first duly taken the oath to the said commission annexed according to the tenor and effect thereof, and as thereby, on the part and behalf of the said complainant (the Bank aforesaid).

Deposition of Frederic Frey.

Frederic Frey, Esq., of the city of New Orleans, in the State of Louisiana, aged years, a witness produced, sworn by me on the Holy Evangelists of Almighty God, and examined on the part and behalf of the complainants, deposeth and saith as follows:

In reply to the first interrogatory to him addressed, and by me propounded—"I am not personally acquainted with any of the parties defendant."

To interrogatory second—"I am well acquainted with the affairs and business of the Union Bank of Louisiana, and the manner in

which that business has been conducted. I have so been acquainted since February, 1834, having acted as one of the directors of said Bank from February, 1834, until May, 1839, and from that time to the present moment (with the exception of the months of December, 1840, and January, 1841) as cashier of said bank."

To interrogatory third—"I am not a stockholder in the Union Bank of Louisiana: nor am I interested in the event of this cause."

To interrogatory fourth—"By resolution of the 13th of March, 1837, the Board of Directors consented to loan to Josiah S. Stafford of the Parish of Rapides the sum of *forty-five thousand dollars*, to be secured by mortgage on his plantation, containing about 1940 acres of land, and one hundred and five slaves; I am under the impression that the application for a loan was made to the bank by S. E. Cuny on behalf of J. S. Stafford and wife: whether for the aforesaid amount or a larger sum I am unable to say."

To interrogatory fifth—I have full access to the books of the Union Bank of Louisiana, and am well acquainted with the entries they contain, with relation to the said loan. The sum of forty-one thousand eight hundred and fifty dollars were placed to the credit of Josiah S. Stafford upon the books of said bank, as the proceeds of said loan of forty-five thousand dollars.

The difference of three thousand one hundred and fifty dollars between the amount so passed to the credit of J. S. Stafford, and the amount of the loan agreed is for one year's interest to 1838, at the rate of seven per centum per annum, on the amount of forty-five thousand dollars.

To interrogatory sixth—The amount so passed to the credit of Josiah S. Stafford was drawn from the bank on his check dated 29 June, 1837, of which the annexed marked "A" is a true copy. The check was satisfied on the 20th July, 1837.

To interrogatory seventh—The re-payment of said loan was secured by J. S. Stafford and wife, by bond and mortgage, on about 1900 acres of land, and one hundred and two slaves. The orignal of the said bond is filed in court in the Parish of Rapides (State of Louisiana), in the suit of the Union Bank of Louisiana vs. J. S. Stafford and Wife, and I have no copy of the same. I know not the handwriting of the parties. In the execution of the bond or obligation, and mortgage, Stephen Edmund Cuny, of the Parish of Rapides, acted as the agent and attorney in fact of Josiah Seth Stafford and Mrs. Jeanetta Kirkland, his wife, by virtue of a power of attorney passed before Augustus L. Bringhurst, Notary Public in and for the Parish of Rapides, on the eighth of April, 1837.

To interrogatory eighth—The bond or obligation was payable in June, 1838; however, nothing has been paid, neither at its maturity nor at any time thereafter, on account of the same. On the 3d of June, 1838, S. E. Cuny addressed the board of directors, stating that Josiah S. Stafford had desired him to say that he was wholly unable to make any payment before the coming "Fall," and

requesting the indulgence of the bank. The board, on said application, extended the time of payment to the 1st of December, 1838, on condition that J. S. Stafford should consign to the order of the bank two hundred bales of cotton, the proceeds thereof to be applied on account of the principal and interest of the debt. This condition was not complied with; and when after various delays the board threatened to foreclose the mortgage, Mrs. Stafford set up the plea of her minority at the date of the mortgage of the 6th of June, 1837. On the 22d day of February, 1840, S. E. Cuny and Isaac Thomas addressed the board, stating that Mrs. Stafford, then of age, was willing to join in the mortgage if the bank would grant them an additional loan of *thirty thousand dollars;* the bank to receive for three years the interest only on the whole of the debt; and from that period, the principal to be reimbursed in annual instalments of from one to seven years.

This proposition was declined by the bank (the board of directors), who, after waiting again for some time, proceeded to a foreclosure of the mortgage by a seizure of the property. Mrs. Stafford then enjoined the sale, pleading her minority at the time of the execution of the mortgage.

To interrogatory ninth—On the 8th of February, 1841, J. S. Stafford addressed the board, stating that he was authorized on the part of Mrs. Stafford to propose, under the advice of her relations and advisers, *that she was willing* to make herself responsible for one-half of the bank's claim, payable, say, interest for one, two, and three years, and the principal and accruing interest in 4, 5, 6, 7, and 8 years.

This proposition being rejected, Isaac Thomas addressed the board on the 1st of March, 1841, proposing in the name of Mrs. Stafford, with the advice of James D. Spurlock, her uncle and confidential adviser, to ratify the mortgage of 1837 to the extent of thirty thousand dollars, payable on the 1st of March, 1842, 1843, the interest only; and thereafter the principal and accruing interest, in eight annual instalments; J. S. Stafford to give her the balance of the debt, his individual notes, payable in nine and ten years.

This last proposition was accepted by the board with the view of avoiding a further lawsuit.

To interrogatory tenth—In execution of the above compromise, Mrs. Stafford ratified (by an act passed before G. H. Waters, Judge of the Parish of Rapides), the previous mortgage of the 6th June, 1837, to the extent of *thirty thousand dollars*, and Josiah S. Stafford and Jeanetta Kirkland gave their joint and several bond and obligation for the said sum of thirty thousand dollars, of the original of which the annexed marked "B" is a true copy; the original is filed in court in the Parish of Rapides. I do not know the signatures of the parties signing the same, but they are attested to by Judge Waters.

To interrogatory eleventh—None of the terms of the new agreement were complied with on the part of the defendants. No payment whatever was made on ac't of said debt by the defendants or either of them; and in 1843, the bond was placed in the hands of the attorney of the bank, in the Parish of Rapides, for judicial proceedings upon the same.

A proposition was made by J. S. Stafford and wife through the bank's attorney in Rapides, to permit William M. Stafford to become the purchaser of the property mortgaged at the sheriff's sale on a twelve months' bond, the bank granting him the following terms for the payment of said bonds, viz:—

On the 1st of February, 1844, the proceeds of 50 bales cotton, weighing 425X per bale of the first picking, to be sold in New Orleans.

On the 1st of February, 1845, the proceeds of 150 bales cotton; on the 1st of February, 1846, the proceeds of 200 bales cotton; and, on the 1*st of February of each and every year thereafter*, the proceeds of 250 bales cotton, until the full and final payment of the whole debt, with interest and costs.

On the statement of Wm. M. Stafford, that by such an arrangement he would not only be able to pay the debt to the bank, but secure at the same time a large sum due to him by J. S. Stafford, the board consented to the same.

[William M. Stafford consequently became the purchaser of the property at the sheriff's sale, on a twelve months' bond, for the sum of thirty-six thousand thirty-nine dollars forty-eight cents, $36,039 48.]

All marked within brackets, excluded as evidence on objection made by compl'ts.
J. LOVE, *Clerk.*

To interrogatory twelfth—The first term of payment was complied with by Wm. M. Stafford, paying to the bank, on the 23d January, 1844, sixteen hundred dollars, being $539 64 for *in*terest on $36,039 48, from the 7th of November, 1843, to 23d January, 1844, at 7%, and $1,060 36 on account of the principal of his bond.

On the 31st of January, 1845, William M. Stafford addressed the board, stating that it was not in his power to meet his engagements with the bank, and that he therefore was compelled to ask for a reduction of his debt to $24,000 00, payable in six annual instalments of $4000, with 6% interest on the $\frac{1}{10}$ February in each year; or if the bank would prefer it, by appropriating two-thirds ($\frac{2}{3}$) of the proceeds of his crop each year, after deducting the expenses of the plantation, which he estimated at about $3000 a-year.

The bank rejected this proposition, and instructed their attorney in the parish of Rapides to proceed forthwith against the mortgaged property.

To interrogatory thirteenth—When the plantation and slaves were under seizure, Judge Waters (a relation of Stafford) came to

the city to endeavor to make some arrangement with the bank. He stated that having consulted with Stafford, he was himself willing to become the purchaser of the property, provided the board would agree to such terms as would enable him to comply with, and that he would make a written application to that effect for the next meeting of the board. Before the hour of meeting of the board on the 7th of March, 1845, Judge Waters came to the board, stating that he had just heard that Josiah S. Stafford had run off with all the slaves, though under seizure by the sheriff, to Texas.

On the same day I received a letter from the attorneys of the bank, dated 3d of March, 1845, confirming the news that Josiah S. Stafford had run off to Texas with all the slaves on the plantation. I do not know the exact date of the removal of the slaves from the State of Louisiana, nor the departure of J. S. Stafford; but I conclude from the letters of our attorneys that they must have left the plantation one or two days previous to the 3d of March, 1845.

To interrogatory fourteenth—The land mortgaged to the bank was sold as follows: The front tract, of about 926 acres, for $1000 00; the rear tract, of about 620 acres, for over and above a certain mortgage in favor of George R. Waters, amounting, with interest, to $1940 34, $100 one hundred dollars; said land was bid in by O. N. Ogden, for account of the Union Bank of Louisiana. The nett amount of the sales was $931 40. The difference between the said nett amount and the gross amount (being $168 60) was for court, sheriff fees, and taxes paid by the bank. The present indebtedness of Josiah S. Stafford and wife to the Union Bank of Louisiana, as it appears from the books thereof, if $37,625 29. Say:

Thirty-seven thousand six hundred and twenty-five dollars and twenty-nine cents, with interest at the rate of 7⅋ per annum, from the 7th of June, 1845, on $34,949 12, according to the annexed account of such indebtedness, marked "C," in which all offsets for money received by the bank towards extinguishing such indebtedness, are allowed. The bank has not yet succeeded in selling the land mortgaged and purchased on its account; it remains still the property of the bank. Suit has been brought against the bank on behalf of the heirs of L. Stafford, claiming a priority of the bank, which suit is still pending.

To interrogatory fifteenth—I do not know at what time Mrs. Jeanetta Kirkland, above named, attained the age of twenty-one years.

To interrogatory sixteenth—I do not know of any other matters and things which may be a benefit or advantage to the parties at issue in this cause, or either of them; or, that may be material to the subject of this my examination, or to the matters at issue in this cause. Further deponent saith not, and hereunto signs his name.

FRED. FREY.

And I, the commissioner aforesaid, do hereby certify that I reduced the above deposition to writing in the presence of the witness,

and read the same to him, whereupon he subscribed his name thereto as above written.

A. C. AINSWORTH, *Com'r.*

Deposition of A. Freret.

George Alfred Freret, of the city of New Orleans, and State of Louisiana, aged —— years, a witness produced, sworn by me on the Holy Evangelists, and examined on the part and behalf of the complainants, deposeth and saith as follows:

In reply to the first interrogatory, to him addressed, he saith—I do not know the parties named in the title, nor either of them.

To interrogatory No. two—I am acquainted with the affairs and business of the Union Bank of Louisiana, named in the title; and with the manner in which it is transacted and carried on. I have been employed for the last twelve years in the bank: during which time I have been acquainted with its affairs. My means and opportunities for obtaining such information have been: my having filled all the offices in the bank. I am well acquainted with its affairs.

To interrogatory No. three—I am not a stockholder in the Union Bank of Louisiana, nor am I in anywise interested in the event of this cause.

To interrogatory No. four—In 1837, Mr. Stafford, by his attorney, S. E. Cuny, applied for a loan of money from the bank, which the board of directors granted him: for the security of the re-payment, he and his wife; Jeanetta Kirkland, executed a bond, and secured the same by a mortgage on a plantation and slaves, in the parish of Rapides.

To interrogatory No. five—I have, and always have had, full access to the books of the bank; I am well acquainted with the entries, and also with the entries in relation to the said loan.

The amount passed to the credit of J. S. Stafford upon the books of the said bank in consequence of the acceptance of the application, is forty-one thousand eight hundred and fifty dollars; said amount was passed to the credit of J. S. Stafford; was less than the loan, which was for $45,000. The difference, say thirty-one hundred and fifty dollars, is one year's interest, at seven per cent. per annum.

To interrogatory No. six—J. S. Stafford's account was debited for the forty-one thousand eight hundred and fifty dollars by his check—a copy of which is annexed marked A, and the amount was satisfied with Thomas Barrett & Co., in their liabilities.

To interrogatory seventh—For the security of said loan, J. S. Stafford and wife executed a bond and mortgage on about 1900 acres of land and 100 slaves. The original of said bond was in my possession, and was handed by me to the cashier (Mr. Frey), who transmitted it to the attorney of the bank in the parish of Rapides for suit against the parties, and I believe the same is on file in the

A copy thereof I did not retain—I am not acquainted with the signatures of the parties.

In all the transactions, the only one that I saw act for Stafford and his wife was Mr. S. E. Cuny.

To interrogatory No. eight—The obligation of J. S. Stafford and wife fell due on the 2d of June, 1838. From that time to this no payment has ever been made on said bond. On the day after its maturity, S. E. Cuny in their behalf requested an extension of time to the 1st of December, 1838, which was granted to them by the board of directors with conditions attached. The conditions not *not* having been complied with and after a great delay, the board thought it time to foreclose the mortgage.

In February, 1840, Isaac Thomas and S. E. Cuny addressed the board in behalf of Mrs. Stafford for a compromise, which was declined; then the bank was proceeding through her attorney in the parish of Rapides to the foreclosure of the mortgage bond, when Mrs. Stafford enjoined the sale by pleading her minority at the time of the execution of the mortgage.

To interrogatory No. nine—In February, 1841, Mr. Stafford proposed to the board on the part of his wife to compromise the debt, acting under the advice of her relatives and advisers. This proposition the board declined.

Subsequently, in March, 1841, Isaac Thomas made a proposal to the board to the effect that Mrs. Stafford would secure thirty thousand dollars of the debt of her husband, and ratify the act of June, 1837, to the extent of $30,000, if the bank would grant her time to pay the same, and for the balance her husband furnished his two individual notes at nine and ten years; which last proposition was accepted, and the bond and mortgage was given and ratified.

To interrogatory No. ten—By an act, a copy of which (marked B) is annexed, before G. R. Waters, parish Judge of the parish of Rapides, Mrs. Stafford ratified her act of June, 1837, in conformity to the proposition of March, 1841, by Isaac Thomas in her behalf, to the extent of $30,000.

To interrogatory No. eleven—None of the terms of the new arrangement were carried out on the part of Mrs. Stafford. In 1843, the bond was placed in the hands of the attorney of the bank in the parish of Rapides for suit. [The said attorney brought suit, and the plantation and slaves were sold by the sheriff on a 12 months' bond for $36,039 48, being the amount of the bond of $30,000 with interest to the day of sale. At this sale] [W. H. Stafford became the purchaser and furnished his bond to the sheriff for $36,039 48, bearing interest from its date until paid.]

Excluded on motion of complainants, all within brackets from the word "The" to the word "and sale." The answer included within brackets excluded on objection made by complainants, July 9th.

JAMES LOVE, *Clerk.*

To interrogatory No. twelve—On the 23d January, 1844, W. M. Stafford paid into the bank $1600: $539 $\frac{64}{100}$, for interest on $36,039 48 from the 7th of November, 1843, to January 23d, 1844, at 7 $\frac{0}{0}$ per annum, and $1060 $\frac{36}{100}$ on acct. of the principal of his bond. In 1845, W. M. Stafford made an application to the board of directors of said Union Bank for a reduction or compromise of the bond to $24,000; that his engagements prevented him from meeting the former one; which proposal the board declined, and authorized the attorney in the parish of Rapides to foreclose on the 12 months' bond.

To interrogatory No. thirteen—I think it was in March, 1845, that the bank received information that J. S. Stafford had removed with the negroes to Texas, while they were in the custody of the sheriff.

To interrogatory No. fourteen—The two tracts of land mortgaged to the bank were sold by the sheriff as follows:

The front tract of about 926 acres, $1,000.

The rear tract, about 620 acres, over and above a mortgage to G. R Waters, (with interest amounting to $19 per—, $100).

Said tracts of land were bid in by the attorney and agent of the bank (O. N. Ogden). $931 $\frac{40}{100}$ is the nett amount of the sale; $168 $\frac{60}{100}$, the difference, is for court and sheriff fees; and taxes paid by the bank.

$37,625 29, with interest at the rate of 7 $\frac{0}{0}$ per annum, according to the annexed a'c. marked "G," is the present indebtedness of J. S. Stafford and wife to the Union Bank of Louisiana.

As yet the bank has not been able to sell the land so purchased. It is still the property of the bank.

To interrogatory No. fifteen—I cannot state at what time Mrs. Jeanetta Kirkland above named attained the age of twenty-one years.

To interrogatory No. sixteen—I am not acquainted with nor do I know of any other matter or thing which may be of benefit or advantage to the parties at issue in this cause or either of them; or that may be material to the subject of this my examination, or to the matter at issue in this cause.

Further deponent saith not, and hereunto signs his name.

GEO. A. FRERET.

And I, the said commissioner, do hereby certify that I reduced the above deposition to writing in the presence of the witness, and read the same to him, whereupon he subscribed his name thereto as hereinbefore written.

A. C. AINSWORTH,
Commissioner.

A.

Mr. Martin Gordon, junior, cashier of the Union Bank of Louisiana:

You will please pay over to Messrs. Thomas Barrett and Co. the

proceeds of the loan granted to me by the said bank for the sum of forty-five thousand dollars, in their liabilities to the said Union Bank.

(Signed) J. S. STAFFORD.

June 29th, 1837.

I hereby certify the above to be a true copy of the original check on file in the Union Bank of Louisiana.

FRED. FREY,
Cashier.

GEO. A. FRERET,
Clerk.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.
In Chancery.

On the 22d day of November, 1848, at the execution of a commission for the examination of witnesses in this cause, this paper writing was produced and shown to Frederick Frey and George A. Freret, witnesses, sworn and examined, and by them severally deposed unto at the times of their examination on the complainant's behalf.

A. C. AINSWORTH,
Commissioner.

B.

We, the undersigned, Josiah Seth Stafford, an inhabitant of the Parish of Rapides, State of Louisiana, and Madame Jeanetta Kirkland, the wife of the said Josiah S. Stafford, of the age of majority, and who is herein authorized, aided, and assisted by her said husband, the said Josiah S. Stafford, and who is a resident of the parish and state aforesaid, do acknowledge ourselves to be jointly and severally indebted unto the Union Bank of Louisiana in the sum of thirty thousand dollars, being for a loan of money heretofore made to us by the said corporation, which sum we do acknowledge to have received, renouncing the benefit of the exception non numerata pecunia, and which said sum of thirty thousand dollars we bind ourselves in solido, our heirs, executors, and administrators to pay to the said Union Bank of Louisiana, at their banking-house in the city of New Orleans, in the manner following, viz: From the first day of March, eighteen hundred and forty-one, up to the first day of March, eighteen hundred and forty-four, we engage to pay annually and regularly the interest on said sum of thirty thousand dollars, at the rate of seven per centum per annum; and from the first day of

March, eighteen hundred and forty-four, up to the first day of March, eighteen hundred and fifty-one, we promise and obligate ourselves, jointly and severally, to pay the said sum of thirty thousand dollars in eight annual instalments, with the interest thereon in advance, as follows, to wit:

First. On the first day of March, eighteen hundred and forty-four, we obligate ourselves to pay the sum of three thousand seven hundred and fifty dollars, as the first instalment, with the interest in advance on the remaining seven instalments, at the rate of seven per centum per annum.

Second. On the first day of March, eighteen hundred and forty-five, we obligate ourselves to pay the sum of three thousand seven hundred and fifty dollars as the second instalment, together with the interest in advance on the remaining six instalments, at the said rate of seven per centum per annum.

Third. On the first day of March, eighteen hundred and forty-six, we obligate ourselves to pay the sum of three thousand seven hundred and fifty dollars as the third instalment, together with the interest in advance on the remaining five instalments, at the said rate of seven per centum per annum.

Fourth. On the first day of March, eighteen hundred and forty-seven, we obligate ourselves to pay the sum of three thousand seven hundred and fifty dollars, as the fourth instalment, together with the interest in advanee on the remaining four instalments, at the said rate of seven per centum per annum.

Fifth. On the first day of March, eighteen hundred and forty-eight, we obligate ourelves to pay the sum of three thousand seven hundred and fifty dollars as the fifth instalment, together with the interest in advance on the remaining three instalments, at the said rate of seven per centum per annum.

Sixth. On the first day of March, eighteen hundred and forty-nine, we obligate ourselves to pay the sum of three thousand seven hundred and fifty dollars as the sixth instalment, together with the interest in advance on the remaining two instalments, at the said rate of seven per centum per annum.

Seventh. On the first day of March, eighteen hundred and fifty, we obligate ourselves to pay the sum of three thousand seven hundred and fifty dollars as the seventh instalment, together with the interest in advance on the remaining and last instalment, at the rate of seven per centum per annum.

Eighth. On the first day of March, eighteen hundred and fifty-one, we obligate ourselves—the sum of three thousand seven hundred and fifty dollars as the eighth and last instalment to pay.

And we further agree and stipulate that the mere failure on our part to pay any or either of said instalments, or any or either of the amounts of interest to be paid as aforesaid, shall be sufficient cause to foreclose the mortgage by which this obligation is secured,

and enforce the payment thereof by such legal process as the nature of the case shall or may require.

In witness whereof we have hereunto set our hands on this twenty-second day of May, in the year of our Lord eighteen hundred and forty-one, at the Parish of Rapides, State of Louisiana. The respective periods of payment set out are fixed.

J. S. STAFFORD,
JEANETTA STAFFORD.

In presence of
GEO. JONES,
G. E. FRENCH,
Witnesses.

Payment of this obligation is secured by an act of mortgage passed before Adolphe Mazureau, a notary public in and for the city and parish of New Orleans, on the sixth day of June, eighteen hundred and thirty-seven, which act is of record in the office of the Parish Judge of the Parish of Rapides on the 21st day of June, A. D. 1837, and also by an act additional and supplemental to the above, passed before me on this twenty-second day of May, in the year of our Lord one thousand eight hundred and forty-one, at the Parish of Rapides, State of Louisiana.

GEO. R. WATERS,
Par. Judge.

Therefore, in compliance with the request aforesaid, I have delivered the above copy, after having carefully compared the same with the said original bond or obligation, to serve and avail the said Union Bank of Louisiana, and all others whom it doth, shall, or may concern, as need and occasion may require.

In faith whereof I have hereunto set my hand and seal notarial, at New Orleans, on this second of February, eighteen hundred and forty-three.

[SEAL.] A. MAZUREAU,
Notary Public.

We have received from Mr. Frey, cashier, the original of this bond.

BRENT AND OGDEN.

February 7, 1843.

UNITED STATES OF AMERICA,
State of Louisiana.

By Isaac Johnson, Governor of the State of Louisiana.

These are to certify, that Adolphe Mazureau, whose name is subscribed to the instrument of writing herein annexed, is now and was at the time of his signing the same a notary public in and for the parish and city of New Orleans, State of Louisiana, duly commis-

sioned and sworn, and that his foregoing attestation is in due form and by the proper officer.

Given at New Orleans, under my hand and the seal of the State, this eighteenth day of November, one thousand eight hundred and forty-eight, and of the independence of the United States the seventy-third.

By the Governor,

[SEAL.] ISAAC JOHNSON.

CHARLES GAYARRE,
Secretary of State.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.

In Chancery.

On the 22d day of November, 1848, at the execution of a commission for the examination of witnesses in this cause, this paper writing (of one and a half sheet) was produced and shown to Frederick Frey and to Geo. A. Freret, witnesses sworn and examined, and by them severally deposed unto at the times of their examination on complainants' behalf.

A. C. AINSWORTH,
Commissioner.

C.

Mr. Josiah S. Stafford and wife *Dr.*
To Union Bank of Louisiana.

To twelve months' bond of W. M. Stafford, bearing interest at seven per cent. from 6th Nov. 1843	$36,039 48
Interest to 23d January, 1844, 77 days, at seven per cent.	539 64
	$36,579 12
Deduct, 23d Jan., 1844, payment on account, by W. M. Stafford . . .	1,600
	$34,979 12
Interest to 7th June, 1845, 1 year and 166 days, seven per cent. . . .	3,577 57
	$38,556 69

Deduct proceeds of a tract of land of about 946 acres, seized and sold by the sheriff of the Parish of Rapides on the 7th April, 1845	$1,000	
Proceeds of a tract of land of about 620 acres sold by the same sheriff on the 7th June, 1845, for $100 over and above a prior mortgage in favor of G. R. Waters for $1850 with eight per cent. interest from 12th Dec., 1844	100	
	$1,100	
Less court and sheriff's fees and taxes	168 60	931 40
Balance due 7th June, 1845 . .		$37,625 29
with interest at seven per cent. from 7th June, 1845, on		$34,979 12

This is to certify that the above is a true account of the indebtedness of Josiah S. Stafford and wife to the Union Bank of Louisiana.

FRED. FREY,
Cashier.

GEO. A. FRERET,
Clerk.

New Orleans, 20th Nov., 1848.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.

In Chancery.

On the 22d day of November, 1848, at the execution of a commission for the examination of witnesses in this cause, this paper-writing was produced, and shown to Frederick Frey and George A Freret, witnesses sworn and examined, and by them severally deposed unto, at the time of their examination on the complainants behalf.

A. C. AINSWORTH,
Commissioner.

Interrogatory.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.

In Chancery.

Interrogatories to be administered to Lucien Hermann and Charles S. Lee, witnesses to be produced, sworn and examined, in a certain cause now depending and at issue in the District Court of the United States for the District of Texas, wherein the Union Bank of Louisiana are complainants, and Josiah S. Stafford and Jeanetta Kirkland his wife are defendants, on the part of the complainants.

First. Do you know the parties defendant in the title to these interrogatories named, or either and which of them? How long have you known them respectively? Declare the truth and your utmost knowledge, remembrance and belief herein.

Second. Did you hold any position in the firm of Thomas Barrett & Co., and if so, what position? What facilities or opportunities for becoming acquainted with the business of the said firm before the 1st of July, 1837, have you had? What is your actual acquaintance with such business? Declare, etc.

Third. Were Josiah S. Stafford and his said wife, or either of them, ever indebted before the 29th of June, A. D. 1837, to the said firm of Thomas Barrett & Co. Refer, if you can, to the books of the said firm, and state to the best of your knowledge, remembrance, and belief, when such indebtedness first occurred. How, on what account, and for what consideration furnished by the said firm, did such indebtedness arise? In what business relation did the said Josiah and his said wife stand to the said firm? Declare, etc.

Fourth. Of what description and nature generally were the articles, goods, and wares furnished by the said firm to the said Josiah and his said wife? For what purposes were they apparently intended? What articles among them were apparently intended for the use exclusively of Mrs. Jeanetta K. Stafford, one of the defendants hereto? What articles of household furniture and the finer kind of dry goods were furnished to the said defendants by the said firm, and of what value were they? Declare, etc.

Fifth. On the 20th of June, 1837, how much of the liabilities of the said defendants, or either of them, to the said firm, were past due? of what total amount? What rate of interest was it customary for factors or mercantile houses in the same relative position as the said firm of T. Barrett & Co. to charge upon the indebtedness of planters to them? What rate of interest had been

charged by the said firm upon the indebtedness of the defendants, or either of them? Declare, etc.

Sixth. What entry is made upon the books of the firm on or about the 29th day of June, 1837, to the credit of the said Josiah S. Stafford? How did that credit arise? After that credit was made was there not a balance due to the said firm from the said defendants, or either of them; and if so, how was such balance settled? Declare, etc.

Seventh. When did Mrs. Jeanetta Kirkland, above named, attain the age of twenty-one years? Declare, etc.

Eighth. In whose handwriting is the entry referred to in the sixth interrogatory? Declare, etc.

Ninth and last. Do you know, or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or to the matters at issue in this cause? If yea, set forth the same fully and at large in your answer?

A. C. AINSWORTH,
Commissioner.

EBN. ALLEN & WM. G. HALE,
Solicitors and of Counsel for Complainants.

A true copy of the original.

THOS. BATES,
Clerk.

Deposition of Charles S. Lee.

Charles S. Lee, of the city of New Orleans and State of Louisiana, aged 30 years, a witness produced, sworn by me on the Holy Evangelists, and examined on the part of the complainants, deposeth and saith as follows:

To int. No. One. I know not the parties defendant in this cause, nor either of them.

To int. No. Two. I was book-keeper for Thomas Barrett & Co. from about the 1st of June, 1837, to the year 1840, but I was not familiar with the affairs of the concern previous to that time.

To int. No. Three. By reference to the books of Thomas Barrett & Co., it appears that J. S. Stafford was indebted to the said firm before the 29th of June, 1837. His indebtedness accrued from January, 1835, and was for amounts advanced in cash, and from supplies from time to time furnished by said firm.

To int. No Four. I do not know.

To int. No. Five. The usual rate of interest charged by factors to planters was 10% per annum, and at this rate J. S. Stafford was charged in his account on the books of the firm. I cannot answer more.

To int. No. Six. In July, 1837, the sum of $41,850 was placed to the credit of J. S. Stafford. This amount was received from the Union Bank of Louisiana, being the proceeds of a loan of $45,000 obtained by Mr. Stafford from the said bank. There was, and still is, a balance due by J. S. Stafford to said firm.

To int. No. Seven. I do not know.

To int. No. Eight. The said entry was made by me.

To int. No. Nine. I have stated all that I know or remember material to or concerning the interest of either party.

Further deponent saith not, and hereunto signs his name.

C. S. LEE.

And I, the commissioner aforesaid, do hereby certify that I reduced the above deposition to writing in the presence of the witness, and read the same to him, whereupon he subscribed his name thereto, as above written.

A. C. AINSWORTH,
Commissioner.

Deposition of Lucien Hermann, Esq.

Lucien Hermann, Esq., of the said city of New Orleans, aged 37 years, a witness produced sworn by me upon the Holy Evangelists, and examined on the part and behalf of complainants, deposeth as follows:

To interrogatory No. One—I recollect having known J. S. Stafford previous and up to the year 1837 as doing business with the commercial firm of Thomas Barrett and Co.

To interrogatory No. Two—Until the commencement of March, 1837, I was a partner in the said firm, and, as such, had every opportunity of knowing the details of its business. But, owing to the great length of time which has since elapsed, I can give no information to be relied on except by a reference to and close examination of the books of the said firm.

To interrogatory No. Three—A reference to the books of the said Thomas Barrett and Co. enables me to state that before the 29th of June, A. D. 1837, J. S. Stafford was indebted to the firm named. The indebtedness commenced in the early part of the year 1835, and was increased from period to period, as cash and plantation supplies were to him advanced and furnished by Thomas Barrett and Co., in their capacity as his merchants and factors.

To interrogatory No. Four—I am not able particularly to state the articles, goods and wares furnished, nor can I say either generally or particularly, for what purpose they were wanted. My impression is that they were what is commonly understood by "plantation supplies."

To interrogatory No. Three—I am unable to respond truly to the

first branch of this question.* As to the rate of interest customary to be charged planters by their factors, I can say that houses in the standing and position of those held by Thos. Barrett and Co. charged 10%. This rate was by said firm charged to J. S. Stafford on his indebtedness. It was the customary charge on such, charged by said firm.

To interrogatory No. Six—In the latter part of June, or in the month of July, 1837, as near as I recollect, J. S. Stafford had placed to his credit on the books of said firm the sum of $41,850. This amount arose from the nett proceeds (certain interest off) of a loan of $45,000 obtained by the said J. S. Stafford from the Union Bank of Louisiana; notwithstanding said "credit," a balance did and does now remain owing said firm. I am pretty certain it has not been settled.

To interrogatory No. Seven—I am totally unable to state any thing relative to this question.

To interrogatory No. Eight—The entry of credit that I refer to was made on the books of the said firm by Charles S. Lee, who was its book-keeper at the time. It is in his handwriting, as I believe.

To interrogatory No. Nine—I have stated all that I know, which can affect in anywise the interest of any parties engaged in this cause.

Further deponent saith not, and hereunto signs his name.

LN. HERMANN.

And I, Albert Childe Ainsworth, the commissioner aforesaid, do hereby certify that I reduced the above and foregoing deposition to writing, in the presence of the witness, and read the same to him, whereupon he subscribed his name thereto, as above written.

A. C. AINSWORTH,
Commissioner.

In faith of all which, I hereby return the interrogatories, depositions, commission and the papers in the testimony referred to, most respectfully to said honorable court.

A. C. AINSWORTH,
Commissioner.

Fee, $87 00, paid by Mr. Frey, Cash. U. Bk. of Louisiana.

[SEAL.] A. C. AINSWORTH,
Commissioner.

* Having been unable to have access to the auxiliary books of the firm of Thomas Barrett and Co., showing the periods of maturity of the obligations of J. S. Stafford to the said firm. This note approved.

L. H.
A. C. A.

And thereupon the said complainants, by their counsel aforesaid, objected to the reading of the same in evidence generally and for special reasons, but their objections were overruled by the court, and the said answers of Frederick Frey, George Alfred Freret, Charles S. Lee, and Lucien Hermann, read in evidence accordingly, and at the request of the said complainants, the following entry was endorsed on the said answers.

Read in evidence by defendants, complainants objected generally to their being read; objections overruled. The complainants also objected to the admissibility of all portions (specially) of the depositions which tend to prove anything contradicting the statements in the mortgage showing that all or a portion of the money originally borrowed of the Union Bank went to pay Mr. Stafford's individual debts, and also that the said loan was effected for the purpose of assisting them in their pecuniary matters as stated in said deed of mortgage, and generally to the said depositions so far as they tend to contradict or vary the statements or admissions contained in the obligation and mortgage, and so far as not applicable to the allegations in the answer of defendants, which objections were reserved to the argument by agreement of counsel.

JAMES LOVE,
Clerk.

July 9th, 1849.

And here the said defendants closed the testimony upon their side, and thereupon the said complainants did so likewise, and the said cause was accordingly argued by counsel, upon the pleadings and proofs hereinbefore stated, and submitted to the decision of the court.

Afterwards, to wit, on the second day of August, in the year of our Lord, one thousand eight hundred and forty-nine, the said defendants by Robert Hughes, their solicitor in this court, filed the following motion, to wit:

Motion.

THE UNITED STATES OF AMERICA,
District of Texas.

To wit: *District Court.* *May Term*, 1849.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.

In Chancery.

Robert Hughes, of counsel for the defendants, in this cause, moves the court that Peter McGreal, the receiver in this cause, be ordered to report his actings and doings, as such receiver since his last report.

ROBERT HUGHES, *for Defendants.*

August 2d, 1849.

Which said motion was on the same day entered on the motion book of the said court.

Afterwards, to wit, on the fourth day of August, in the year aforesaid, the following order was made by the court, to wit:

Order.

Upon motion of defendants by counsel and with the assent of complainants by counsel, it is ordered that Peter McGreal, the receiver herein, be and he is hereby directed to report his actings and doings as such receiver, from the time of his last report to the time of his report, &c.

Afterwards, to wit, on the twenty-fifth day of August, in the year aforesaid, the following order was made by the court, to wit:

Order.

On motion, it is ordered that the time for Peter McGreal, the receiver appointed by the court in this cause, to make his report as such receiver, be enlarged until the 20th day of September next.

Afterwards, to wit, on the third day of December, in the year aforesaid, Peter MacGreal, Esquire, receiver in the said cause, filed the two following reports, with the accompanying schedule, accounts and vouchers, to wit:

Report of Receiver.

THE UNITED STATES OF AMERICA,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.

In Chancery.

Peter MacGreal, receiver in said cause, very respectfully reports to the court that he proceeded from Galveston to Brazoria, on the 29th day of December, A. D. 1848, for the purpose of receiving from the hirer of the negro slaves in controversy in said cause the said negro slaves and their increase since the hiring of the same, as heretofore reported, and for the further purpose of hiring out said negro slaves for the year A. D. 1849, in obedience to the orders of the court in the premises; and having, on the 23d day of December, A. D. 1848, posted up in three of the most public places in the county of Brazoria notices of the hiring of the said negro slaves, in pursuance of the orders of the court, on the first day of January, A. D. 1849, the receiver openly and publicly, and in presence of a multitude of citizens of Brazoria county, and citizens from the adjoining counties, proceeded to hire out said negro slaves until the first day of January, A. D. 1850, and on said day the receiver hired

sixty-nine negro slaves, part of the slaves in controversy in said cause, and the further hiring of the balance of said negroes was continued from day to day, in consequence of the illness of some of the said negroes, and in consequence of no sufficient bidders for said negroes appearing; and on the 10th day of January, A. D. 1849, at the town of Brazoria, in pursuance of the said orders of court, the balance of said negroes were publicly hired to the highest best bidders offering for the same.

And the receiver refers to the schedule of said negro slaves, containing a list thereof, the ages, names and families of said negroes, the value of said negroes at the times hired, the names and residence of the hirers, and respective amounts of their bonds; also the receiver refers to the notice of said hiring as published, and to the report of the condition of said negroes by Doctor R. H. Chinn, of Brazoria, all of which are hereto attached as a part of this report.

The receiver also reports that he has, by the aid of the marshal, obtained possession of another negro slave, named Judy, aged about 33 years, one of the negroes named in the bill of complainants; and after due notice, the said negro woman has also been hired until the 1st day of January, A. D. 1850.

The receiver also reports that many of said negroes are unhealthy and diseased, and some unable to labor, that many of them needed clothing and shoes, and some of which were supplied by the receiver.

He reports that the value of the said negroes has been greatly diminished since the first hiring heretofore reported; and the receiver attributes the ill condition of said negroes, and their present diminished value to the fact that the said negroes have been underlet to various persons by the first hirer; that such persons, not being responsible to the court for the safe-keeping and proper treatment of said negroes, sought only to obtain as much labor as possible out of said negroes during the period for which said negroes had been so underlet.

He reports that many of the hirers of said negroes, for the year 1849, express great dissatisfaction at the feeble and diseased condition of some of said negroes hired as aforesaid, and notified the receiver that some of said negroes were wholly unfit to labor, were not worth any hire whatever, and desire to return said negroes to the receiver.

He further reports that two of said negroes have died since the hiring heretofore reported, to wit, Mary, aged about —— years, and Coleman, aged about ——, child of Maria Johnson.

He further reports that Cynthia, aged about 50 years, has been returned with the other negroes in a diseased state, utterly unfit for any sort of labor, and could not be hired, although offered to any person at any price; and said negro now lies ill at the residence of the receiver in Brazoria.

He further reports, that in consequence of the sickly and wretched condition and appearance of said negroes, when delivered on the 1st day of January, 1849, he deemed it his duty to have said negroes

personally examined by a practicing physician; and for that purpose, Dr. R. H. Chinn, of Brazoria, was employed by the receiver, and he refers to the report of Dr. Chinn, relative to the condition of said negroes when received from the hirer.

He further reports that he was informed at Brazoria, and verily believed, that the defendants, or some persons for them, would attempt to carry off said negroes, after the delivery of the same by the hirer; and to prevent any attempt of that kind, and for the purpose of preventing said negroes from scattering or running away, or being enticed or stolen away, as heretofore reported, the receiver employed men for the purpose of guarding said negroes *day* and *night*, until delivered to the respective hirers of said negroes.

The receiver further reports that he employed three other men to aid the marshal in capturing other of said negroes, in the bill of complaint named, which were on the plantation of William F. Austin, then and now in the possession of B. F. Terry, Esq., or W. J. Kyle, and B. F. Terry, Esq., and some of whom were on the plantation of B. F. Terry, Esq., and a written demand was made on said Terry and Kyle, personally served upon them by the deputy marshal, R. J. W. Reil—a copy of said demand is hereto attached as a part of this report—and the said men only obtained possession of the negro woman Judy, whom they carried to Brazoria, where the receiver hired her as aforesaid.

The receiver further reports that the hirers of said negroes have notified him that they will not be responsible for any medical bills incurred for or on account of said negroes, and he prays the advice of the court in the premises, and whether he be allowed to employ a suitable physician to attend upon all of said negroes during this year; and he believes that by so doing the said negroes will be better and more promptly attended to, and at less expense, than by any other course that can be adopted.

The receiver further reports that neither the said defendants, nor any other person or persons in whose possession many of said negroes in the bill of complaint named have been since the appointment of the receiver, have delivered or offered to deliver any of said negroes or offer to attorn or give bond for the delivery or forthcoming of said negroes, to abide the order or decree of this honorable court in the premises, except Robert Lewis, who delivered the negro Wallace, named in the bill of complaint, and since hired out. The receiver further reports that the duties of his appointment have been onerous, and attended with very considerable expense, both in attending at Galveston, as he deemed it his duty to do, and in going to Brazoria, for the purpose of receiving and hiring said negroes, and for expense of sending a special messenger to the county of Brazoria, and putting up in three of the most public places in said county the notices of hiring, as required by order of the court, and responsibility in said cause, and labor and expense in having the proper bonds

from the hirers of said negroes taken and executed according to the directions of the court.

The receiver prays your honor to order the master in chancery to examine and report upon his account for expenses and compensation herewith filed, and that the same, when so examined and allowed, be ordered to be paid.

The receiver herewith files in this honorable court the bonds taken by him from all of the hirers of said negro slaves.

The receiver further reports that the hiring of said slaves for this year (1849) amounts to the sum of $\$3{,}323\frac{99}{100}$.

The receiver further reports that M. B. Williamson, Esq., one of the hirers of said negroes, has returned upon his hands the negro boy Charles, in consequence of the illness of said negro, and because he is subject to fits and unable to perform any labor; and the said negro is now at the residence of the receiver at Brazoria, under medical treatment.

The receiver also reports that, at the respective times of hiring out the said negroes, no person offered to hire or take all of said negro slaves at the aggregate amount of the bids.

All which is respectfully submitted,

PETER MacGREAL,
Receiver.

Jan. 19*th*, 1849, BRAZORIA, TEXAS.

Messrs. E. Allen and Peter MacGreal:

Gentlemen:—By your request I have examined the following negroes, and the names of the persons who hired them. Their ages, and the state of health, are marked opposite to each one individually.

Nos.	Names.	Ages.	Persons who hired them.	State of health.
1	Lewis	22	Leander McNeal	Healthy.
2	Bayou Bœuf Bob		"	Ulcer on shin bone.
3	Amie	30	"	Pleurisy, right chest blistered.
4	Guss	8	"	Healthy.
5	Thad	7	"	"
6	Dublin	2	"	"
7	Horace	4 months	"	"
8	Hortense	38	"	Hoarseness, chronic bronchitis.
9	Louisa	22	"	Healthy.
10	Nannette	18	"	"
11	Austin	29	"	"
12	Pierre	28	"	"
13	Carolina Bob	24	"	Bad cold, bronchitis.
14	Edmund	40	"	Ulcerated and inflamed leg and ankle.
15	Bitha Vicey	45	"	Intermittent fever.
16	Vicey's child	10 months	"	Healthy.
17	Mahala	10	"	"
18	Nancy	26	"	Prolapsus uteri.
19	Edy	10	"	Ulcerated shin.
20	Letitia	9	"	"

Nos.	Names.	Ages.	Persons who hired them.	State of health.
21	Diana	2	Leander McNeal	Ulcerated skin.
22	Philip	12	"	Healthy.
23	Little Sam	1	"	"
24	Julia	20		"
25	Maria Johnson	25		" pregnant.
26	Lavinia	12		Bronchitis.
27	Coleman	3		Abscess of Scalp. Prolapsus recti.
28	Dick	28		Bronchitis.
29	Claborne	10		Healthy.
30	Jane	26	Leander McNeal	"
31	Elias	14	"	"
32	Sam	52	"	"
33	Dick	66	"	Hypertrophy of the heart.
34	Big Jane	58	Robt. J. Towns	Healthy.
35	Fanny	14	"	Bad cold.
36	Amanda	15	"	Amenorrhœa.
37	Marguerette	14	"	Healthy.
38	Henry	7	"	"
39	John	7	"	"
40	George Washington	22	"	"
41	Solomon	22	"	"
42	Jacob	14	R. Clements	"
43	Patsy	15	John Preroitt	"
44	Charlotte		"	Amenorrhœa.
45	Cloe	45	"	Dyspepsia.
46	Alabama Ben	20	"	A severe cold.
47	Blaze	80	"	Convalescing from pleurisy and diarrhœa.
48	Neel	40	Pat McGreal	Bad cold.
49	Bob Davenport	32	Col. Kyle	Healthy.
50	Venus	28	"	"
51	Elizabeth	2	"	"
52	Maria	52	Mr. Crenshaw	Bronchitis and bad cold.
53	Patsy	12	"	Bad cold.
54	Eliza	16	"	Healthy.
55	Willis	4	"	"
56	Lousia	21	"	Bronchitis.
57	Charley	12	Mr. Williamson	" and epilepsy.
58	Maria		Mr. Winter	Chlorosis.
59	Vila		"	Pregnant.
60	George Lee		"	Healthy.
61	Ben		Receiver	Contused hand.
62	Elvira	27	"	Prolapsus uteri. Amenorrhœa.
63	Alfred	25	"	Ulcer on each leg. Bronchitis.
64	Pleasant	20	"	Bad cold.
65	Mary		"	Dyspepsia.
66	Paul	74	"	Hypertrophy of the heart.
67	Ben Benk Blaze	26	"	Intermittent fever.
68	Judy	36	"	" "
69	Cylia	36	"	Dropsy.

All of these negroes except two, Venus and her child, Elizabeth, now in the possession of Col. Kyle, have been closely examined, and their state of health marked opposite to their names. I mean by the expression "the persons who hired them," the persons in whose possession I found them when I made the examination.

Very respectfully, R. H. CHINN.

Nos.	Names.	Ages.	Persons who hired them.	State of health.
70	Emanuel	16	Receiver	Healthy.
71	Andrew	12	"	"
72	Rachel		Chas. Leonard	"
73	Sam Rogers		L. McNeal	"
74	Tisha		"	"
75	Bob			"
76	William		J. E. Wilson	"

Peter MacGreal, Receiver, in the use of the Union Bank of Louisiana, *vs.* Stafford, to R. H. Chinn, M. D., Dr.
January 9th. For the examination of 76 negroes, $76 00

IN THE UNITED STATES DISTRICT COURT,
District of Texas.

THE UNION BANK OF LOUISIANA, Complainants,
against
JOSIAH S. STAFFORD AND WIFE, Defendants. } In Chancery.

In pursuance of the order of the United States District Court in the above-entitled cause, I will proceed, on the 1st day of January, 1849, at the town of Brazoria, between the hours of 10 o'clock A. M. and 4 o'clock P. M., to hire out all of the negro slaves in controversy in said cause, which have heretofore been hired to Benjamin F. Terry, Esq., in number about seventy-six, for and during the year A. D. 1849. The said negroes will be hired to men of good character, sufficient estate, and indifferent between the parties in said cause; said negroes will be hired in families, at public auction, to the highest best bidder. The hirer or hirers will be required to give bond, with two or more good and sufficient securities, in double the amount of the value of said negroes, the value of the same to be estimated by the receiver, conditioned to have said slave or slaves forthcoming on the first day of January, A. D. 1850, and that they shall pay to said receiver the amount of hire of the same, on said first day of January, A. D. 1850; that they will not make an improper use of the said negroes, that they will treat them humanely, feed them with wholesome diet, clothe them in a good and comfortable manner, and will generally exercise such care as a prudent man would with his own property. When the said negroes shall have been offered in families, any one man shall have the privilege and right of taking all of them at the aggregate amount so bid for them in families, complying with the terms before stated of giving bond as hereinbefore mentioned.

The bond or bonds to be taken will be according to the form approved by the court, on 26th February, 1848, in said cause.

PETER MACGREAL,
Receiver.

Brazoria, December 23d, 1848.

Schedule of the Negroes received, and names of the Hirers for 1849.

No.	Names of negroes	Age.	Value.	To whom hired.	Residence.	Amount of bond.
1	Bob Davenport	32	$700 00	Leander H. McNeal	Gulf Prairie	
2	Venus	28	600 00	"	"	
3	Elizabeth	3	200 00	"	"	
4	Sam Rogers	43	700 00	"	"	
5	Nancy	26	500 00	"	"	
6	Tisha	4	250 00	"	"	
7	Diana	2	175 00	"	"	
8	Little Sam	1	100 00	"	"	
9	Philip	12	300 00	"	"	
10	Edy	10	300 00	"	"	
11	Lewis	25	700 00	"	"	
12	Nannett	18	600 00	"	"	
13	Jack	50	300 00	"	"	
14	Hortense	38	400 00	"	"	
15	Piere	28	700 00	"	"	
16	Austin	29	750 00	"	"	
17	Louisa	24	600 00	"	"	
18	Horace	4 mo's	100 00	"	"	
19	Juliet	20	600 00	"	"	
20	Maria Johnson	25	600 00	"	"	
21	Lavina	12	300 00	"	"	
22	Coleman	3	200 00	"	"	
23	Edmund Bell	40	800 00	"	"	
24	Vicey	45	600 00	"	"	
25	Elias Bell	12	400 00	"	"	
26	Mahala	10	300 00	"	"	
27	Young Edmund	1	100 00	"	"	
28	Dick	28	700 00	"	"	
29	Bob	32	800 00	"	Gulf Prairie }	
30	Amy	35	600 00	"	Brazoria city }	
31	Claiborne	8	300 00	"	"	
32	Thad	4	200 00	"	"	
33	Guss	6	250 00	"	"	
34	Dublin	1	100 00	"	"	
35	Bob	24	700 00	"	"	$25000
36	Maria	50	600 00	Abraham Crenshaw	Cedar lake }	
37	Louisa	22	700 00	"	Brazoria county }	
38	Eliza	18	700 00	"	"	
39	Patsy	13	350 00	"	"	
40	Willis	3	150 00	"	"	5000
41	Cloe	55	500 00	Joseph D. Ryan	Oyster Creek }	
42	Ben or Benc	25	700 00	"	Brazoria county }	
43	Charlotte	16	600 00	"	"	
44	Patsy	14	400 00	"	"	4400
45	Fanny	55	600 00	Robert J. Townes	Brazoria	
46	Solomon	14	600 00	"	"	
47	Amanda	12	400 00	"	"	
48	Big Jane	50	600 00	"	"	
49	Washington	16	700 00	"	"	
50	Margaret	14	650 00	"	"	
51	Henry	10	550 00	"	"	
52	John	8	400 00	"	"	9000
53	George Lee	35	600 00	Agabus Winters	"	
54	Violet	25	500 00	"	"	
55	Maria	15	400 00	"	"	3000
56	Ned	18	750 00	Patrick MacGreal	"	1500
57	Elvira	24	600 00	Stephen W. Doss	"	
58	Mary	16	400 00	"	"	2000

No.	Names of negroes.	Age.	Value.	To whom hired.	Residence.	Amount of bond.
59	Jacob	15	600 00	Robert F. Clement	Velasco	1200
60	Charles	12	500 00	Mathias B. Williamson	Brazoria	1000
61	Rachel	12	500 00	Charles Leonard	"	1000
62	William	15	600 00	Joseph E. Wilson	San Bernard	1200
63	Jane	28	500 00	Ebenezer Allen	Galveston	
64	Harriet	10	300 00	"	"	
65	Clarissa	1	150 00	"	"	
66	Pleasant	20	600 00	"	"	
67	Hannah	1	100 00	"	"	
68	Alfred	20	400 00	"	"	
69	Little Ben	31	500 00	"	"	5100

List of Negroes received from B. F. Terry, Esq., since the Hiring.

No.	Names of negroes	Age.	Value.	
70	Cynthia	50	$100 00	Cynthia, Paul, and Blaze are unfit for labor, and the first two appear to be near their last end, and must have been either very much neglected or ill-treated.
71	Paul	60	100 00	
72	Blaze	51	200 00	
73	Manuel	12	400 00	
74	Ben or Beno	26	700 00	
75	Andrew	10	300 00	

PETER MACGREAL,
Receiver.

No.	Names of negroes.	Age.	Value.	
76	Judy.	33	$250 00	Seized and obtained since 1st January, 1849.
77	Wallace	29	600 00	

Brazoria, 1st February, 1849.

Report of Receiver.

THE UNITED STATES OF AMERICA,
District of Texas.

In the United States District Court, District of Texas.

THE UNION BANK OF LOUISIANA, Complainants,
against
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.

Peter MacGreal, receiver in the above-entitled cause, in addition to his reports heretofore made, and referring to the same as a part hereof, respectfully reports to the court that on or about the day of , 1849, the marshal of the district aforesaid, through his lawful deputy, W. S. Spencer, delivered to him the negro slaves, *Tom*, aged years, and *Stephen*, aged years, being a part of the

negro slaves in the complainants' bill mentioned; and on the day of April, A. D. 1849, he also delivered to the receiver the negro slaves *Jim*, *Levi*, and *Britton*, being also a part of the negro slaves in the said complainants' bill named, the said slaves having, at great trouble and expense, been seized by the marshal, by virtue of the writ of assistance issued in said cause.

He reports further, that in obedience to the orders of the court heretofore issued to him, the said slaves were advertised to be hired at the town of Brazoria, on the day of April, A. D. 1849, to the highest, best bidders, when the following named persons hired said negroes, and gave bond in conformity to said orders of court, to wit:—

He reports that the said negroes were delivered by the marshal when nearly destitute of clothing, hats, and shoes, and that he supplied them with necessary and comfortable clothing, hats, and shoes before the day of hiring of the said slaves.

He further reports that by an agreement between the complainants and defendants, the hiring of the negro slaves in this cause for the year A D. 1848 was to be paid by the delivery of the whole crop of cotton made by said slaves, provided the same was not less than sixty-five bales of cotton, which bales were to weigh not less than five hundred pounds, and which were to be delivered at Galveston within a given time, to wit, within days from the day of said agreement. But he represents that the said sixty-five bales, weighing as aforesaid, have never been delivered by the hirer of said slaves, but only sixty-two bales of said cotton, which was sold by Messrs. Doswell, Hill, and Co., to whom the said hirer shipped the same for the sum of one thousand eight hundred and twenty-two dollars and eighty-three cents, net proceeds thereof ($\$1,822\frac{83}{100}$), and for which the bonds of said hirer are entitled to credit. The receiver hereunto attaches the memorandum of said cotton and its value as given by the said Doswell, Hill, and Co. to the receiver.

He reports to the court that in the discharge of his duties he has been subjected to great trouble, expense, anxiety, responsibility, and loss of time, and hereto attaches what he deems a reasonable bill of his charges and expenses therefor, and to which he prays the attention and consideration of the court, and that the same be reported, audited by the master in chancery, and allowed by the court.

And as in duty bound he will ever pray.

PETER MACGREAL,
Receiver.

THE UNION BANK OF LOUISIANA
against
JOSIAH S. STAFFORD AND WIFE. } In Equity.

To Peter MacGreal, Receiver, Dr.:

To fee for hiring out 76 negroes in January, 1849, travelling expenses to and from Galveston, and expenses of advertising negroes for hire . . .	$500 00
Cash paid for *guarding* said negroes, as per accompanying vouchers, and for *feeding*, *fire-wood*, and *house-rent* of said negroes, in January, 1849 . . .	100 00
Dr. John W. Turner's medical bill for attention to said negroes	546 00
Dr. R. H. Chinn's medical bills for examinations and attention to said negroes	142 00
Dr. E. Stephens' medical bill for attention to said negroes	5 00
Assessor and collector of Brazoria Co., for taxes 1848, and 1849, ...	174 70
W. S. Spencer's bill for services rendered . .	209 75
Clothing, shoes and hats to negroes, . .	$1,677 75

Total weight of S. 62 bales cotton rec'd by us from R. F. Terry and Wm. J. Kyle, is thirty-three thousand two hundred and nineteen pounds, averaging to the bale 519$\frac{1}{62}$.

DOSWELL, HILL & CO.

Galveston, Feb. 4, 1849.
Value of the 62 bales is $1,822$\frac{83}{100}$.

D. H. & CO.

Peter McGreal, receiver of Stafford property. To assessor and collector of Brazoria county,
1849

	Dr.
To State tax for the year 1849 on 83 negroes, . .	$49 80
To county tax on same property for same year, . .	24 90
	$74 70

Brazoria, November 22, 1849.

Taxes for 1848, about	100
Same property.	
Total,	$174 70

THE UNION BANK OF LOUISIANA
against
JOSIAH S. STAFFORD AND WIFE.

Joseph Bates, marshal, to W. S. Spencer, deputy marshal.
March 31, 1849.

Writ of Assistance.

	$ cts
Fees for seizing Stephen and Tom	4 00
Milage in going and returning 250 miles.	12 50
Hire to 3 men and horses for 7 days	52 50
For traveling expenses 3 days	4 50
Ferriage going 75 cts., returning 1 25 cts.	2 00
April 11, 1849. For seizing Britton, Levi, Jim	61 00
Milage in going and returning, *miles* 280	14 00
Hire to two men and horses 10 days	50 00
To traveling expenses for two men	25 00
Negro traveling expense 5 days	11 25
To ferriage going and returning	1 75

Brazoria, May 1st, 1849.

I approve the foregoing *the* account as having been correctly stated, and presented to me for business done by Mr. W. S. Spencer, deputy marshal, in pursuance of the writ of assistance in said cause issued.

PETER MACGREAL.
Jan. 2*d*, 1849. *Receiver.*

Brazoria, May 22d, 1849.

Peter MacGreal, receiver of certain negroes, in the case of the Union Bank *vs.* Stafford and Wife, to R. H. Chinn, M. D.,

		Dr.
Jan. 1849.	For an examination of those negroes	$76 00
"	For the milage for the purpose of making that examination ($1 00 per mile)	2 80
Jan. 11.	For medical attention to a negress	3 00
"	" " "	3 00
Jan. 13.	" " negro boy	3 00
"	" " at night	3 00
Jan. 14.	" " "	3 00
"	" " a negress	3 00
Jan. 18.	" " "	3 00
Jan. 20.	" " "	3 00
Feb. 1.	" " "	3 00
April 25.	" " "	3 00
April 26.	" " "	3 00
April 27.	" " "	3 00
April 28.	" " "	3 00
		$142 00

Brazoria, April 28, 1849.

I approve of the foregoing account as correct, for medical attendance upon the negroes of Stafford and Wife *vs.* the Union Bank of Louisiana.

PETER MACGREAL,
Receiver.

Vouchers.

Received, *Brazoria*, *January* 2, 1849, from Peter MacGreal, receiver of certain negroes in the case of the Union Bank of Louisiana against Josiah S. Stafford and wife, five dollars for services day and night in guarding said negroes at Brazoria.

P. B. MACGREAL.

UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFORD WIF.

To Robt. J. W. Reel, Dr.

To two days services and nights for self and men, to *vit:*
Charles L. Carman and Robt. Keen, at $3 00 per day each, for men and horses, making . . . $18 00

ROBT. J. W. REEL,
U. S. Dep. Marshal.

January 10th, 1849.

1849.
January 15. To visit and medicine for *ng* boy Charles . $5 00

In the matter of
THE UNION BANK OF LOUISIANA
vs.
J. S. STAFFORD AND WIFE.

Brazoria, May, 1849.

Charge to account of Peter MacGreal.

E. S. STEPHENS.

This account is approved as correct.

PETER MACGREAL,
Receiver.

Mr. Peter MacGreal, Receiver,

1849. To M. B. Williamson, Dr.

January 1. To writing twelve bonds for the hire of negroes $24 00
January 8. To writing four bonds, at $2 00 each, for hire of negroes . . . 8 00

$32 00

January 8th, 1849.

Received payment in full of Peter MacGreal, the receiver appointed.

3396

UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.

To Robt. J. W. Reed, Dr.

To two days services and night, guarding negroes, attacht. and travelling 56 miles $10 00

Received of Peter MacGreal, the receiver, the above in full.
January 2, 1849. ROBT. J. W. REEL.

Received of Peter MacGreal, receiver, &c., three dollars each, (amounting to six dollars), in full for our services as guards over the slaves hired by order of the U. S. District Court on *the* 1*st day*, 17 *Jany. inst.*, our services as such guards being performed on the 1st and 2d of said January, and during the night intervening.

ROBERT KEEN,
COLCON TOTTERROR.

January 3, 1849.
Attest, E. ALLEN.

THE UNITED STATES OF AMERICA,
State and District of Texas, County of Brazoria.

Before me, Edward Purcell, Chief Justice in and for the County of Brazoria, personally appeared *Charles Leonard*, a citizen of said county, who, being duly sworn upon the Evangelists of Almighty God, declared that he would well and truly support the Constitution of the said United States, and that he would faithfully and impartially discharge and perform all the duties incumbent upon him as Commissioner of the United States District Court in and for the District of Texas, for the purpose bail and acknowledgment of affidavits, according to the best of his skill and ability, and agreeably to the Constitution and laws of the United States.

CHARLES LEONARD.

In witness whereof I hereunto sign my name at the town of Brazoria, this 12th day of October, A. D. 1849.

[SEAL.] EDWARD PURCELL,
Chief Justice County of Brazoria.

Peter MacGreal, Esq., receiver of certain negro slaves in the case of the Union Bank of Louisiana against Josiah S. Stafford and wife,
To John W. Turner, M. D.

1848.			Dr.
March 26.	To visit negro woman Nancy from Darrington Place, $1; 5 miles $5 . .		$6 00
" "	" Med. and presc.		2 00
" "	" Do. same time negro child, and remedies and presc. for contused shoulder .		3 00
" 27.	" Do. negro woman Nancy from Darrington Place, $1; 5 miles $5 . . .		6 00

March 27.	To med and presc.		$2 00
" "	" Examining and presc. for Alfred's and *Byon Beth*, sore legs . . .		3 00
" 29.	" Visit African negro woman, $6; med. and presc. $2		8 00
April 5th.	" Do. negro woman Nancy, $6; do. do.		8 00
" "	" Med and presc. for little Mary's sore leg, $2 same time		2 00
" 7.	" Visit negro girl Margaret, $1; 5 miles med. and presc. $2		8 00
" "	" Same time remedies and presc. for African nig. woman and do. Nancy . .		3 00
" 8.	" Visit old negro woman Cloe, $6; med. and presc. $2		8 00
" "	" Medicines and presc. for 3 others same time, $1 aa.		3 00
" 9.	" Visit Alabama Ben, $6; remedies and presc. $2		8 00
" 10	" Negro woman Louisa, $6; delivering placenta, $10		16 00
" 12.	" Do. do. African woman Mary, med. and presc.		8 00
" "	" Visit little Louisa and Margaret, med. and presc.		4 00
" 13.	" Visit little Mary, med. and presc. .		8 00
" "	" Called same time to 5 others, med. and presc.		6 00
" 14.	" Visit negro George, med. and presc. .		8 00
" 15.	" Old Blaize, do. do. .		8 00
" 16.	" Do. African woman Mary, med. and presc.		8 00
" "	" Med. and presc. for old Cloe, little Mary, Alabama Ben, etc.		6 00
" 17.	" Ext. dues for Lewis, $1, do. Mary, $1 .		2 00
" 19.	" Visit negro boy Claiborne with compound fractured arm		6 00
" "	" Setting same and four subsequent dressings		25 00
" 23.	" Call visit to negro woman Jennett, med. and presc.		5 00
" "	" Quinine for three cases intermittent fever		3 00
" 24.	" Call visit to negro girl Margaret, med. and presc.		5 00
" 25.	" Call visit to negro woman Atounce, med. and presc.		5 00
" 27.	" Call visit to negro woman Elvira, v.s. med. and presc.		5 00
" "	" Returning prolapsus uteri, for same .		10 00
	Amount carried over		$208 00

3391.

			Amount brought over	$208 00
April	28th.	To visit negro boy Jacob, at B. F. Terry's, $1; 6 miles $6		7 00
"	"	" Med. and presc. for pneumonia		2 00
"	"	" Attention on negro boy with contusion of the arm, med. and presc.		3 00
"	29.	" Visit negro boy Jacob, at B. F. Terry's, med. and presc.		9 00
"	30.	" Visit negro boy Jacob, at B. F. Terry's, med. and presc.		9 00
May	1st.	" Visit negro boy Jacob, at B. F. Terry's, med. and presc.		9 00
"	2.	" Call to Elvira, prolapsus uteri, reproduced by being too soon forced out to work by overseer, etc.		10 00
"	3.	" Returning prolapsed womb, for negro woman Nancy, and securing same by pessary, etc.		10 00
"	4.	" Med. and presc. for African negro woman.		3 00
"	"	" Tonics and other remedies for Cloe		2 00
"	"	" Called to Jack, med. and presc.		3 00
"	8.	" Remedies and presc. for Jacob		2 00
"	8.	" Three days' attention on Elvira, with inflammation of womb		10 00
"	"	" Med. and presc. for Louisa		2 00
"	10.	" V.S. remedies and presc. for Patsey		2 00
"	11.	" Ext. *deus* for negro man Lewis		1 00
"	12.	" Attention, med. and presc. for three days on African woman Mary		15 00
"	13.	" Called to negro girl Mariah, med. and presc.		3 00
"	15.	" Visit little Mary, med. and presc. attention for two days (fever)		10 00
"	17.	" Remedies and presc. for Eliza		2 00
"	"	" Examining negro woman Nancy pr. vagina and replacing pessary		10 00
"	23.	" Ext. deus for Bayou *Beth* Bob		1 00
"	25.	" Called to Atounce, med. and presc.		3 00
"	"	" Do. boy Charles, do. do.		3 00.
"	28.	" Examining large tumor on negro boy William and presc.		3 00
"	30.	" Attention on same for two days, med. and presc.		10 00
June	7.	" Do. Old Paul, at different times, and presc.		5 00
"	17.	" Visit negro boy Philip and reducing dislocated carpus		10 00
"	"	" Splintering and bandaging same 4 subsequent times		15 00

June	20.	To remedies and presc. for Atonce (cutaneous disease)	$2 00
"	22.	" Call to negro boy Ned, and remedies for diseased arm	3 00
"	23.	" Remedies for negro girl Julia . .	2 00
		Am't carried up	$389 00
		Am't bro't up	$389 00
June	25.	To med. and presc. for Louisia, $2; do. for Blaze, $2	4 00
"	28.	" Call to Louisia child, remedies and presc.	3 00
"	29.	" Med. and presc. for Charles, $2; do. for Elvira	4 00
July	3.	" Do. do. Louisia's infant child . .	2 00
"	4.	" Do. do. do. do. do. . .	2 00
"	5.	" Lancing tumor for Atounce . .	1 00
"	6.	" Called to Edmund's wife, med. and presc.	2 00
"	18.	" Attention on Elvira, med. and presc. for several days	7 00
"	19.	" Med. and presc. for negro girl Lizza .	2 00
"	22.	" Do. do. " Louisia inf. child .	2 00
"	28.	" Call to Mariah pr. nocte, med. and presc.	3 00
"	"	" Med. and attention succeeding day .	3 00
"	30.	" Visit Alabama Ben at Gov. Runnel's place (6 miles)	7 00
"	"	" Med. and presc.	2 00
"	31.	" Visit, do. do. do. do. .	9 00
Aug.	1.	" Do. as above, remedies and presc. .	9 00
"	2.	" Do. do. do. do. . .	9 00
"	3.	" Do. do. do. do. . .	9 00
"	4.	" Do. do. do. do. . .	9 00
"	5.	" Do. do. do. do. . .	9 00
"	6.	" Do. do. do. do. . .	9 00
"	7.	" Med. and presc. for Sally . . .	2 00
Oct'r	2.	" Examining Elvira, applying uterine truss, etc.	10 00
"	"	" Med. and presc. for negro boy Ned .	2 00
"	4.	" Ext. dens. for Blaze	1 00
"	5.	" Med. and presc. for negro man Lewis .	2 00
"	6.	" Do. do. Margarett and Alfred .	4 00
"	7.	" Call to negro woman Judia, med. and presc.	3 00
"	8.	" Do. old negro bro't down from Richmond, etc.	3 00
"	"	" Tonics and various remedies for Little Mary	3 00

Oct.	10.	To remedies and presc. for Byon Beth's sore leg	$5 00
"	19.	" Call to negro man Tom, and 3 days' attention, etc.	10 00
"	20.	" Med. and presc. for Blaze, Little Mary and Cloe	5 00
			$546 00

THE UNITED STATES OF AMERICA,
District of Texas.

Before me, Charles Leonard, a commissioner of the United States District Court of the District of Texas, duly appointed and qualified, personally appeared John W. Turner, who, being duly sworn, deposes and says that the foregoing account against the receiver in the case of the Union Bank of Louisiana vs. J. S. Stafford and Wife, for medical attendance upon the negroes in this cause, is just and true, and wholly due and unpaid.

JOHN W. TURNER.

Sworn to and subscribed before me, this 12th day of October, A. D. 1849.

CHARLES LEONARD,
Commissioner U. S. Dis't Court, District of Texas.

Brazoria, October 13th, 1849.

The foregoing account is hereby approved as a just account against the negroes in the cause of the Union Bank of Louisiana vs. J. S. Stafford and Wife.

PETER MACGREAL,
Receiver.

Afterwards, to wit, on the eleventh day of December, in the year aforesaid, the said defendants, by Robert Hughes, their solicitor in this court, filed the following motion, to wit:

Motion.

THE UNITED STATES OF AMERICA,
District of Texas.

UNION BANK OF LOUISIANA
18 vs.
J. S. STAFFORD AND WIFE.

The defendants, by counsel, move the court to remove Peter MacGreal, the receiver in this cause, and appoint a new receiver for reasons to be given at the hearing of the motion.

ROB. HUGHES AND ALS,
For Defendants.

December 11th, 1849.

Which said motion was on the same day entered on the motion book.

Afterwards, to wit, on the twenty-eighth day of December, in the year aforesaid, the said parties, by their attorneys, solicitors, and counsel aforesaid, entered into the following agreement, to wit:—

Agreement.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE.

In Chancery, pending in the District Court of the United States for the District of Texas.

The parties to the above-entitled cause do agree that Peter MacGreal, the receiver therein, shall, on the first day of January, A. D. 1850, deliver to James Love all and singular the slaves seized or taken into his possession in the said cause, upon his furnishing and delivering to him, the said MacGreal, a bond executed by him, the said Love, with good and sufficient sureties, payable to him, the said MacGreal, or his successor or successors in said office, in the sum of eight thousand dollars, and conditioned that he, the said Love, shall pay or cause to be paid to the said receiver, his successor or successors in said office, on the first day of January, A. D. 1851, the sum of four thousand dollars for the hire of said slaves for the year then terminating. Also another bond payable like the one above described in the sum of fifty thousand dollars, and conditioned that the said Love shall safely keep the said slaves so hired during the said year, and furnish them at all times therein such necessary and proper food, sustenance, lodging, medicines, medical care, and attendance and clothing as their circumstances may severally require, and shall treat them humanely and in the manner usual among planters of good standing with reference to their own hands; that he shall pay the taxes on said slaves, and deliver all and singular the said slaves to the said receiver, his successor or successors aforesaid, on the 1st day of January, A. D. 1851, by ten o'clock in the forenoon of that day, at the town of Brazoria, in the county of Brazoria, excepting such only as shall die during the said year or be too sick or infirm on that day for delivery, in which latter event such sick or infirm slave or slaves shall be so delivered as soon thereafter as circumstances will admit; and that it shall be further provided and stipulated in the condition of said last-named bond, that the said James Love shall have the option and privilege of retaining the said slaves in his possession, from year to year, until the final end and termination shall be in the said District Court, or in the Supreme Court, or in any court whatsoever of the United States; and *and* he, the said Love, shall be excused and exempted from delivering the said slaves to the said receiver, his successor or successors, until that time, if he, the said Love, shall on or before the twenty-fifth day of December of each year, during

3399

the pendency of said cause, file in the clerk's office of the District Court aforesaid two several bonds, each executed with good and sufficient sureties payable as aforesaid, the one in the sum of eight thousand and the other in the sum of fifty thousand dollars as aforesaid, and conditioned as aforesaid, with such chances of form merely as may be necessary in order to adapt the same to the time and circumstances under which the same may be given; that every bond contemplated by this agreement shall be filed in the clerk's office of the said District Court without any unnecessary delay after the execution of the same, and that every such bond conditioned for the safe-keeping and delivery of the slaves in manner aforesaid shall contain a further stipulation expressed in the condition thereof, that the said slaves shall all and singular be forthcoming and be delivered up in pursuance of and to abide or satisfy any order, judgment, or decree of the court in the said cause touching the same, and that if such bond shall become forfeited or the condition thereof shall be broken by reason of the non-delivery of the said slaves to the receiver, or for want of the forthcoming and delivery of the said slaves in pursuance of and to abide or satisfy any order, judgment, or decree of the court in the said cause touching the same, then in either such case or event judgment may and shall forthwith be rendered by the court in the said cause upon motion of the complainants, their solicitor or counsel, against the principal and sureties of such bond, jointly and severally, for the amount of the complainants' claim or demand in the said cause justly due, with interest and costs of suit, in and to which proceeding and judgment the said principal and surety shall waive and release all errors and objections whatsoever, which judgment may be enforced like other judgments, and shall not operate while in force to disincumber or release the said slaves from the complainants' claim or mortgage.

It is further agreed that the parties hereto may agree upon the sufficiency of any bond hereby contemplated, and that if the hiring on the first day of January next, 1850, shall not take place in accordance with the foregoing stipulations of this agreement, the same may extend to the final termination of the cause, and the receiver shall be governed by the former order of the court touching the said hiring, so far as the same may apply; and that this agreement shall be made the order of the court in said cause.

Witness our hands and *scrolls* for seals this twenty-eighth day of December, A. D. 1849, in open court.

[SEAL.] EBENEZER ALLEN,
Solicitor and Counsel for the Complainants.

[SEAL.] JEANETTA STAFFORD,
By ROB. HUGHES, *her Att'y.*

[SEAL.] JOSIAH S. STAFFORD,
By *her Att'y* ROB. HUGHES.

[SEAL.] ROB. HUGHES,
Solicitor and Counsel for Defendants.

Which said agreement was on the same day filed in the said court.

Afterwards, to wit, on the twenty-eighth day of December, in the year aforesaid, the following order was made by the court, to wit:

Order.

Whereas the several parties, complainants and defendants, in the above-entitled cause have, on this day (the 28th of December, A. D. 1849), in open court, made and filed their agreement in writing and under seal, bearing date the same day, in words and figures following, that is to say: "The parties in the above-entitled cause do agree that Peter MacGreal, the receiver therein, shall, on the first day of January, A. D. 1850, deliver to James Love all and singular the slaves seized or taken in his possession in the said cause, upon his furnishing and delivering to him, the said MacGreal, a bond executed by him, the said Love, with good and sufficient securities payable to him, the said MacGreal, or his successor or successors in said office, in the sum of eight thousand dollars, and conditioned that he, the said Love, shall pay or cause to be paid to the said receiver, his successor or successors in said office, on the first day of January, A. D. 1851, the sum of four thousand dollars, for the hire of said slaves for the year then terminating, also another bond payable alike to the one above described, in the sum of fifty thousand dollars, and conditioned that the said Love shall safely keep the said slaves so hired during the said year, and furnish them at all times therein, such necessary and proper food, sustenance, lodging, medicines, medical care and attendance, and clothing, as their circumstances may severally require, and shall treat them humanely, and in the manner usual among planters of good standing, with reference to their own hands, that he shall pay the taxes on said slaves, and deliver all and singular the said slaves to the said receiver, his successor or successors aforesaid, on the first day of January, A. D. 1851, by 10 o'clock in the forenoon of that day, at the town of Brazoria, in the county of Brazoria, excepting such only as shall die during the said year, or be too sick or infirm on that day for delivery, in which latter event such sick or infirm slave or slaves shall be so delivered as soon thereafter as circumstances will admit; and that it shall be further provided and stipulated in the condition of said last-named bond, that the said James Love shall have the option and privilege of retaining the said slaves in his possession from year to year, until the final end and termination of the said cause, whether such end or termination shall be in the said District Court or in the Supreme Court, or in any other court whatsoever of the United States, and he, the said Love, shall, be excused and exempting from delivering the said slaves to the said receiver, his successor or successors, until that time, if he, the said Love, shall on or before the 25th day of December of each year during the pendency of said cause, file in

the Clerk's office of the District Court aforesaid the several bonds, each executed with good and sufficient sureties payable as aforesaid, the one in the sum of eight thousand and the other in the sum of fifty thousand dollars, as aforesaid, and conditioned as aforesaid with such changes of form merely as may be necessary in order to adapt the same to the time and circumstances under which the same may be given; that every bond contemplated by this agreement shall be filed in the Clerk's office of the said District Court, without any unnecessary delay after the execution of the same; and that every such bond conditioned for the safe keeping and delivery of the slaves in manner aforesaid shall contain a further stipulation expressed in the condition thereof, that the said slaves shall all and singular be forthcoming and be delivered up, in pursuance of and to abide or satisfy any order, judgment or decree of the court in the said cause touching the same; and that if such bond shall become forfeited or the condition thereof shall be broken by reason of the non-delivery of the said slaves to the receiver, or for want of the forthcoming and delivery of the said slaves in pursuance of and to abide or satisfy any order, judgment, or decree of the court in the said cause touching the same, then in either such case or event judgment may and shall forthwith be rendered by the court in the said cause, upon motion of the complainants, their solicitor or counsel, against the principal and sureties of such bond jointly and severally for the amount of the complainants' claim or demand in the said cause justly due with interest and costs of suit, in and to which proceeding and judgment the said principal and surety shall waive and release all errors and objections whatever, which judgment may be enforced like other judgments, and shall not operate while in force to disincumber or release said slaves from the complainants' claim or mortgage. It is further agreed that the parties hereto may agree upon the sufficiency of any bond hereby contemplated, and that if the hiring on the first day of January next, 1850, shall not take place in accordance with the foregoing stipulations of this agreement, the same may extend to the final termination of the cause, and the receiver shall be governed by the former order of the court, touching the said hiring, so far as the same may apply, and that this agreement shall be made the order of the court in said cause. Witness our hands and *scrolls* for seals this 28th day of December, A. D. 1849, in open court.

[SEAL.] EBENEZER ALLEN,
Solicitor and Counsel for Complainants.

[SEAL.] JEANETTA STAFFORD,
By ROBERT HUGHES, *her Att'y.*

[SEAL.] JOSIAH S. STAFFORD,
By ROBERT HUGHES, *her Att'y.*

[SEAL.] ROBERT HUGHES,
Solicitor and Counsel for Def'ts.

The court does thereupon order and decree that the said agreement and all the stipulations, provisions and conditions embraced

therein, be observed, performed and carried out by the parties to the said cause, and by the said Peter MacGreal, receiver therein, and his successor or successors in said office of receiver, and by all other persons who may now or hereafter make themselves parties to any of the bonds, acts or stipulations, made, allowed, or provided for, in or by the said agreement.

Afterwards, to wit, on the twenty-eighth day of December, in the year aforesaid, the following bonds were filed and entered on record.

Bond.

Know all men by these presents, that we, James Love, as principal, and H. B. Martin, M. B. Menard, as sureties, are held and firmly bound to Peter MacGreal, receiver in the cause of the Union Bank of Louisiana, against Josiah S. Stafford and Jeanetta Kirkland, his wife, pending in the District Court of the United States, for the District of Texas, in the sum of fifty thousand dollars, to be paid to the said MacGreal, his successor or successors in the said office, and for the payment whereof we jointly and severally bind ourselves, our heirs, executors and administrators, firmly by these presents, sealed with our seals, dated this first day of January, A. D. 1850.

The condition of this obligation is such that whereas the said James Love has this day, pursuant to the order of the court and the agreement of the parties in the above-named cause, hired and received of the said Peter MacGreal, receiver as aforesaid, all and singular the slaves seized or taken into his possession in the said cause, the names and ages of which said slaves are set forth in a schedule, herewith to be filed in the clerk's office of the District Court aforesaid, as a part hereof, for the term of one year, to terminate on the first day of January, A. D. 1851. Now, the above-named principal and sureties to this bond do stipulate and agree that the said James Love shall safely keep the said slaves so hired, during the said year, and furnish them at all times therein such necessary and proper food, sustenance, lodging, medicines, medical care and attendance and clothing as their circumstances may severally require, and shall treat them humanely, and in the manner usual among planters of good standing with reference to their own hands; that he shall pay the taxes on said slaves, and deliver all and singular the said slaves to the said receiver, his successor or successors aforesaid, on the first day of January, A D. 1851, by ten o'clock in the forenoon of that day, at the town of Brazoria, in the county of Brazoria, excepting such only as shall die during the said year, or be too sick or infirm on that day for delivery, in which latter event such sick or infirm slave or slaves shall be so delivered as soon thereafter as circumstances will admit; *unless indeed* the said Love shall, in the exercise of his option and privilege, as given to him by the agreement of the parties to the said cause, and the

3402

order of the said court, of retaining the said slaves in his possession from year to year until the final end and termination of said cause, avail himself of his said privilege by electing so to retain the said slaves, and shall in pursuance of the said agreement and order, on or before the twenty-fifth day of December, A. D. 1850, file in the clerk's office of the District Court aforesaid two bonds, executed in accordance with the agreement of the parties before referred in the said cause, and the order of the court thereon, which agreement bears date the twenty-eighth day of December, A. D. 1849, and was filed on the same day among the papers of the said cause, with the order of the said court thereon, and duly recorded, to which reference may at any time be made for a more full and accurate description of the said two several bonds so to be filed; upon the filing of which, it is provided in and by the said agreement and order that the said Love shall be excused and exempted from delivering the said slaves to the receiver at Brazoria on the said first day of January, A. D. 1851. And the aforesaid principal and sureties to this obligation do further stipulate and agree that all and singular the said slaves shall be forthcoming and be delivered up in pursuance of and to abide and satisfy any order, judgment or decree of the court in the said cause, hereafter to be made, touching the said slaves.

Now, if the above and foregoing stipulations, agreement, and provisions, be well and truly kept, performed and observed by the said James Love, then the above obligation shall be void, otherwise the same shall remain in full force and virtue.

And the aforesaid principal and sureties do hereby further agree and bind themselves jointly and severally that if the said slaves shall not be delivered to the said receiver, or if they shall not be forthcoming and delivered up, in pursuance of and to abide and satisfy any order, judgment or decree, as is hereinbefore stipulated and provided, then in either such case or event judgment may and shall forthwith be rendered by the court, in the said cause, upon motion of the complainants, their solicitor or counsel, against the aforesaid principal and sureties jointly and severally, for the amount of the complainants' claim or demand in the said cause justly due, with interest and costs of suit, to which judgment and proceeding they, the said principal and sureties, do hereby forever waive and release all *all* errors and objections whatsoever, hereby declaring that such judgment shall be treated and received as good and valid, and final; law and equity.

[SEAL.] JAMES LOVE.
[SEAL.] H. B. MARTIN.
[SEAL.] M. B. MENARD.

Signed, sealed and delivered in presence of

J. BATES.

Bond.

Know all men by these presents that we, James Love as principal and R. J. Townes as suret, are held and firmly bound to Peter McGreal, receiver in the cause of the Union Bank of Louisiana against Josiah S. Stafford and Jeanetta Kirkland, his wife, pending in the District Court of the United States for the District of Texas, in the sum of four thousand dollars, to be paid to the said McGreal, receiver as aforesaid, or his successor or successors, in said office, and for the payment whereof we bind ourselves, our heirs, executors, and administrators jointly and severally by these presents, sealed with our seals, dated this first day of January, A. D. 1850.

The condition of the above obligation is such that whereas the above bounden James Love has, this day, pursuant to the order of the court and agreement of the parties, in the above-named cause, which agreement bears date and is filed in said court on the 28th day of December, A. D. 1849, and the order of the court aforesaid entered thereon on the same day to which reference may be had, hired and received of the said Peter McGreal, receiver as aforesaid, all and singular the slaves seized or taken into his possession in the said cause, the names and ages of which said slaves are set forth in a schedule herewith to be filed in the clerk's office of the said District Court as a part hereof, for the term of one year to and to the first day of January, A. D. 1851, at and for the price and sum of four thousand dollars then to be paid.

Now, if the said Love, shall well and truly pay or cause to be paid unto the said Peter McGreal, receiver as aforesaid, the said sum of four thousand dollars on the first day of January, A. D. 1851, or to his successor or successors in the said office of receiver, then the above obligation shall be null and void, otherwise the same shall remain in full force and virtue.

But it is distinctly stipulated, agreed and provided, in accordance with the order of the court aforesaid, and the consent of the said parties, that in the event of this bond becoming forfeit, judgment shall not be rendered thereon against the said principal and sureties thereon, for a larger sum than two thousand dollars, with interest thereon after forfeiture.

[SEAL.] JAMES LOVE.
[SEAL.] R. J. TOWNES.

Signed, sealed and delivered in presence of
H. B. MARTIN.

Bond.

Know all men by these presents that we, James Love as principal and H. B. Martin as suret, are held and firmly bound to Peter McGreal, receiver in the cause of the Union Bank of Louisiana against Josiah S. Stafford and Jeanetta Kirkland, his wife,

3403.

pending in the District of the United States for the District of Texas, in the sum of four thousand dollars, to be paid to the said McGreal, his successor or successors in said office, and for the payment whereof we jointly and severally bind ourselves, our heirs, executors and administrators firmly by these presents, sealed with our seals, dated this first day of January, A. D. 1850.

The condition of the above obligation is such that whereas the above bounden James Love has, this day, pursuant to the order of the court and agreement of the parties in the above-named cause, which agreement bears date and is filed in said court on the twenty-eighth day of December, A. D. 1849, and the order of the court aforesaid entered thereon on the same day, to which reference may be had, hired and received of the said Peter McGreal, receiver as aforesaid, all and singular the slaves seized or taken into his possession in the said cause, the names and ages of which said slaves are set forth in a schedule herewith to be filed in the Clerk's office of the said District Court as a part hereof, for the term of one year to and on the first day of January, A. D. 1851, at and for the price and sum of four thousand dollars then to be paid; now if the said Love, shall well and truly pay or cause to be paid unto the said Peter McGreal, receiver as aforesaid, the said sum of four thousand dollars on the said first day of January, 1851, or to his successor or successors in said office of receiver, then the above obligation shall be null and void, otherwise the same shall remain in full force and virtue.

But it is distinctly stipulated, agreed and provided in accordance with the order of the court aforesaid, and the consent of the said parties, that in the event of this bond becoming forfeit, judgment shall not be rendered thereon against the said principal and sureties thereon for a larger sum than two thousand dollars, with interest after forfeiture.

[SEAL.] JAMES LOVE,
[SEAL.] H. B. MARTIN.

Signed, sealed, and delivered in presence of

Afterwards, to wit, on the twenty-eighth day of December, in the year aforesaid, the following order was made by the court, to wit:

Order.

Whereas, James Love has presented to the court the following described several bonds, to wit, one in the penal sum of fifty thousand dollars, payable to Peter MacGreal, receiver, his successor or successors in said office, executed by the said James Love as principal, and H. B. Martin and M. B. Menard as sureties, and dated the 1st day of January, 1850, one other bond executed by the said Love as principal and R. J. Townes as surety, payable to Peter MacGreal, receiver, his successor or successors in said office, in the penal sum

of four thousand dollars, and dated the first day of January, 1850, one bond executed by James Love as principal, and H. B. Martin as surety, payable to the said Peter MacGreal, his successor or successors in the said office, in the penal sum of four thousand dollars, and dated the first day of January, 1850, for a more full description whereof reference may be had to the records of the court in this cause; which said bonds were executed under and in compliance with the agreement of the parties in this cause, filed on the 28th day of December, A. D. 1849, and the order of the court thereon, which agreement and order are recorded above, and the parties now being present in open court, and consenting hereto, the court doth order that the said bonds be severally received, filed, and recorded in this cause, as good and sufficient under the said agreement, and order thereon, and in full compliance with the same. And the said Peter MacGreal, receiver in this cause, his successor or successors in said office, are ordered to deliver up to the said James Love, on the first day of January, A. D. 1850, all and singular the slaves seized or taken into the possession of him, the said MacGreal in this cause, to the end that the said Love may receive and hold the said slaves under and in accordance with the agreement, and order aforesaid thereon.

Afterwards, to wit, on the seventh day of January, in the year of our Lord one thousand eight hundred and fifty, the said defendants, by Robert Hughes, their solicitor and counsel in this court, filed the following motoin, to wit:

Motion.

THE UNITED STATES, OF AMERICA,
District of Texas.

To wit: DISTRICT COURT, *December Term*, 1845.

UNION BANK OF LOUISIANA
18 vs. } In Chancery.
JOSIAH S. STAFFORD AND WIFE.

The defendant, by counsel, upon affidavit filed, moves the court for an attachment against Peter MacGreal for contempt in failing to deliver the negroes in his bonds to James Love, under the order of the 28th day of December last, and that the marshal of this district be directed to seize said negroes and deliver them to said James Love.

ROB. HUGHES,
January 7th, 1850. *For Defendants.*

Which said motion was on the same day entered on the motion book of the said court.

3404

Afterwards, to wit, on the seventh day of January, in the year aforesaid, the following affidavit was filed, to wit:

Affidavit.

UNITED STATES OF AMERICA,
District of Texas.
To wit: *District Court, December Term.*

UNION BANK OF LOUISIANA
18 vs. } In Chancery.
JOSIAH S. STAFFORD AND WIFE.

Robert Hughes, of counsel for defendants, states upon information which he believes to be true, that on the 1st day of January, A. D. 1850, Robert J. Towns, acting by and under authority from James Love, to whom the negroes in the hands of the receiver in this cause are by order of the 28th December, A. D. 1849, directed to be delivered, applied to Peter MacGreal, the said receiver, for such negros on the 1st day of January, A. D. 1850, and said MacGreal failed or refused, and did not deliver said negros, but now has them in his hands, with the determination of hiring them on the 10th of the present month.

ROBT. HUGHES.

Subscribed and sworn to this 7th January, A. D. 1850.
JAMES LOVE, *Clerk.*
By E. JONES, *Deputy Clerk.*

Afterwards, to wit, on the eighth day of January, in the year aforesaid, the following letter of Peter MacGreal, receiver in the above-entitled cause, was filed, to wit:

Letter.

Brazoria, Jan. 1, 1850.

DEAR SIR—I have examined the papers which you have exhibited, and beg leave to inform you that I will not deliver the negroes for the following reasons:

1. Because the Canal Bank is not a party to the pretended arrangement, and my duty is to protect that case, as well as the case of the Union Bank vs. Stafford and Wife. Secondly, The bonds have not been tendered to me, as specified in the agreement, and no bonds have been offered to me. And thirdly, Because no notice has been given to me of any change in the previous orders of the Hon'ble. U. S. Court in these cases.

To avoid any difficulty, I will at once refer the matter to the

of four thousand dollars, and dated the first day of January, 1850, one bond executed by James Love as principal, and H. B. Martin as surety, payable to the said Peter MacGreal, his successor or successors in the said office, in the penal sum of four thousand dollars, and dated the first day of January, 1850, for a more full description whereof reference may be had to the records of the court in this cause; which said bonds were executed under and in compliance with the agreement of the parties in this cause, filed on the 28th day of December, A. D. 1849, and the order of the court thereon, which agreement and order are recorded above, and the parties now being present in open court, and consenting hereto, the court doth order that the said bonds be severally received, filed, and recorded in this cause, as good and sufficient under the said agreement, and order thereon, and in full compliance with the same. And the said Peter MacGreal, receiver in this cause, his successor or successors in said office, are ordered to deliver up to the said James Love, on the first day of January, A. D. 1850, all and singular the slaves seized or taken into the possession of him, the said MacGreal in this cause, to the end that the said Love may receive and hold the said slaves under and in accordance with the agreement, and order aforesaid thereon.

Afterwards, to wit, on the seventh day of January, in the year of our Lord one thousand eight hundred and fifty, the said defendants, by Robert Hughes, their solicitor and counsel in this court, filed the following motoin, to wit:

Motion.

THE UNITED STATES, OF AMERICA,
District of Texas.

To wit: DISTRICT COURT, *December Term*, 1845.

UNION BANK OF LOUISIANA
18 vs. } In Chancery.
JOSIAH S. STAFFORD AND WIFE.

The defendant, by counsel, upon affidavit filed, moves the court for an attachment against Peter MacGreal for contempt in failing to deliver the negroes in his bonds to James Love, under the order of the 28th day of December last, and that the marshal of this district be directed to seize said negroes and deliver them to said James Love.

ROB. HUGHES,
January 7th, 1850. *For Defendants.*

Which said motion was on the same day entered on the motion book of the said court.

Afterwards, to wit, on the seventh day of January, in the year aforesaid, the following affidavit was filed, to wit:

Affidavit.

UNITED STATES OF AMERICA,
District of Texas.
To wit: *District Court, December Term.*

UNION BANK OF LOUISIANA
18 vs. } In Chancery.
JOSIAH S. STAFFORD AND WIFE.

Robert Hughes, of counsel for defendants, states upon information which he believes to be true, that on the 1st day of January, A. D. 1850, Robert J. Towns, acting by and under authority from James Love, to whom the negroes in the hands of the receiver in this cause are by order of the 28th December, A. D. 1849, directed to be delivered, applied to Peter MacGreal, the said receiver, for such negros on the 1st day of January, A. D. 1850, and said MacGreal failed or refused, and did not deliver said negros, but now has them in his hands, with the determination of hiring them on the 10th of the present month.

ROBT. HUGHES.

Subscribed and sworn to this 7th January, A. D. 1850.
JAMES LOVE, *Clerk.*
By E. JONES, *Deputy Clerk.*

Afterwards, to wit, on the eighth day of January, in the year aforesaid, the following letter of Peter MacGreal, receiver in the above-entitled cause, was filed, to wit:

Letter.

Brazoria, Jan. 1, 1850.

DEAR SIR—I have examined the papers which you have exhibited, and beg leave to inform you that I will not deliver the negroes for the following reasons:

1. Because the Canal Bank is not a party to the pretended arrangement, and my duty is to protect that case, as well as the case of the Union Bank vs. Stafford and Wife. Secondly, The bonds have not been tendered to me, as specified in the agreement, and no bonds have been offered to me. And thirdly, Because no notice has been given to me of any change in the previous orders of the Hon'ble. U. S. Court in these cases.

To avoid any difficulty, I will at once refer the matter to the

court. I would do nothing disrespectful to the court, injurious to the parties, or calculated to produce difficulty.

Very respectfully yours,

PETER MacGREAL.

To R. J. TOWNS, Esq.

Afterwards, to wit, on the eighth day of January, in the year aforesaid, the following order was made and signed by the judge of the said court, at Chambers, and on the same day entered on the minutes of the court.

Order.

THE UNION BANK OF LOUISIANA
18 vs. } In Chancery.
JOSIAH S. STAFFORD AND WIFE.

The motion of the defendants herein came on and was argued by counsel for the parties, and thereupon the court orders, and it is accordingly ordered, that Peter MacGreal, the receiver in this cause, do, on or before the expiration of ten days next after the service of a copy of this order upon him, show cause, if any he can, why an attachment should not issue against him for contempt in failing to obey the order of the court made herein upon him, to deliver to James Love the slaves in his hands as such receiver, on the 1st day of January, 1850, under and by virtue of the order herein of the 28th day of December last to that effect. And it is further ordered that the marshal of this district do seize and take to his possession, and that Peter MacGreal, said receiver, deliver to said marshal all the slaves in the possession or custody, or under the control of the said Peter MacGreal, the said receiver, under and by virtue of the several orders in this cause; and that the said marshal receipt to said MacGreal for the same; and that said marshal deliver the said slaves to said James Love, to be held by him under and by virtue of the said order of the 28th day of December aforesaid. And that there may be no difficulty as to the liability or responsibility of the said James Love or his securities on the bond, or any of them, executed by him herein, it is further ordered, and it is hereby reserved to the parties, or either of them, the right to make any motion or motions which in their opinion the case may require, calling for other or further bond or bonds, security or securities; and this court will upon any such motion or motions, order and direct said James Love, if right and proper for the ample and complete security of the parties or the property in contest, to give such other bond or bonds as will furnish such ample and complete security.

JOHN C. WATROUS,
U. S. Judge.

Afterwards, to wit, on the eighth day of January, in the year aforesaid, the following writ was issued:

3405.

Writ.

THE UNITED STATES OF AMERICA,
District of Texas.

To wit: District Court, December Term, 1849.

THE UNION BANK OF LOUISIANA
18 vs. } In Chancery.
JOSIAH S. STAFFORD AND WIFE.

The motion of the defendants herein came on, and was argued by counsel for the parties, and thereupon the court orders, and it is accordingly ordered, that Peter McGreal, the receiver in this cause, do, on or before the expiration of ten days next after the service of a copy of this order upon him, show cause, if any he can, why an attachment should not issue against him for contempt, in failing to obey the order of the court made herein upon him, to deliver to James Love the slaves in his hands as such receiver, on the 1st day of January, 1850, under and by virtue of the order herein of the 28th day of December last to that effect.

And it is further ordered that the marshal of this district do seize and take into his possession, and that Peter McGreal, said receiver, deliver to said marshal all the slaves in the possession or custody, or under the control, of the said Peter McGreal, the said receiver, under and by virtue of the several orders in this cause, and that said marshal receipt to said McGreal for the same, and that said marshal deliver the said slaves to said James Love, to be held by him under and by virtue of the said order of the 28th day of December aforesaid; and, that there may be no difficulty as to the liability or responsibility of the said James Love, or his securities on the bonds, or any of them executed by him herein, it is further ordered, and it is hereby reserved to the parties, or either of them, the right to make any motion or motions which in their opinion the case may require, calling for further or other bond or bonds, security or securities, and the court will, upon any such motion or motions, order and direct said James Love, if right and proper for the ample and complete security of the parties or the property in contest, to give such other bond or bonds as will furnish such ample and complete security.

JOHN C. WATROUS,
U. S. Judge.

I, James Love, clerk of the District Court for the district aforesaid, do hereby certify that the foregoing is a true copy of the order made by the said District Court on the 8th day of January, A. D. 1850, in the case of the Union Bank of Louisiana against Josiah S. Stafford and wife.

In testimony whereof I hereto subscribe my name, and cause

the seal of said court to be affixed this 8th day of January, A. D. 1850.

[SEAL.] JAMES LOVE,
Clerk.

Upon which is the following return, to wit:

Return.

Received, January 8th, 1850, and on the 10th day of January, A. D. 1850, I served a true copy of the written order on Peter McGreal, receiver, received and receipted to him for the following named and described slaves, to wit: Wallace, about 31 years; Britton, 38; Jane, 30; Harriet, 12; Clarissa, 3; Little Ben, 33; Bob Davenport, 35; Venus, 30, and her children, Elizabeth, 3, and an infant; Ben, or Benc, 29; Fanny, 57; Solomon, 17; Amanda, 14; Big Jane, 52; Washington, 18; Margaret, 16; Manuel, 14; Henry, 12; John, 10; Sam Rogers, 45; Nancy, 28; Tisha, 6; Diana, 4; Little Sam, 2; Philip, 14; Edy, 12; Jack, 52; Hortense, 40; Louis, 27; Nannett, 20; Blaze, 52; Cloe, 47; Ben, or Benk, 27; Patsey, 17; Stephen, 28; Charlotte, 19; Maria, 52; Louisa, 24; Eliza, 18; Patsy, 14; Willis, 5; Tom, 29; Elvira, 26; Rachel, 14; George Lee, 37; Violet, 27; Richard, 3 months old; Pierre, 30; Austin, 31; Louisa, 26, and her child Horace, 2; Juliett, 22; Mary, 18; Anderson, 12; Jim, 29; Maria Johnson, 27; Lavina, 14; Coleman, 5; Henrietta, 6 months; Edmund Bell, 42; Vicey, 47; Elias Bell, 14; Mahala, 12; Edmund, 2; Levi, 27; Pleasant, 22; Hannah, 2; Bob, 34; Amy, 37; Claiborne, 10; Guss, 8; Thad, 6; Dublin, 3; Jane, 62; Cynthia, 62; Alfred, 22; Dick, 30; William, 16; Ned, 20; Bob, 26; Charles, 14; Judy, 33; Maria, 17; and Jacob, 17; and then I delivered them to James Love.

J. BATES,
U. S. Marshal, District of Texas.

Afterwards, to wit, on the fourteenth day of January, in the year aforesaid, the following of an order of the court, and the endorsement following, were filed:

Copy of Order of Court and Endorsement.

UNITED STATES DISTRICT COURT, *District of Texas.* } December Term, 1849.

THE UNION BANK OF LOUISIANA vs. JOSIAH S. STAFFORD AND WIFE. } In Chancery.

Whereas James Love has presented to the court the following described several bonds, to wit, one in the penal sum of fifty thou-

3400.

sand dollars, payable to Peter McGreal, receiver, his successor or successors in said office, executed by the said James Love, as principal, and H. B. Martin and M. B. Menard as sureties, and dated the first day of January, 1850; one other bond executed by the said Love as principal, and R. J. Townes as surety, payable to Peter McGreal, Receiver, his successor or successors in said office, in the penal sum of four thousand dollars, and dated the first day of January, 1850; one other bond executed by James Love as principal and H. B. Martin as surety, payable to the said Peter McGreal, his successor or successors in the said office, in the penal sum of four thousand dollars, and dated the first day of January, 1850, for a more full description whereof reference may be had to the records of the court in this cause, which said bonds were executed under and in compliance with the agreement of the parties in this cause, filed on the 28th day of December, A. D. 1849, and the order of the court thereon, which agreement and order are recorded above; and the parties now being present in open court, and consenting hereto, the court doth order that the said bonds be severally received, filed, and recorded in this cause, as good and sufficient, under the said agreement and order thereon, and in full compliance with the same. And the said Peter McGreal, the receiver in this cause, his successor or successors in said office, are ordered to deliver up to the said James Love, on the first day of January, A. D. 1850, all and singular, the slaves seized or taken into the possession of him, the said McGreal, in this cause, to the end that the said Love may receive and hold the said slaves under and in accordance with the agreement and order aforesaid thereon.

Witness the Hon. John C. Watrous, judge of said court, and seal of court at the city of Galveston, this twenty-ninth day of December, A. D. eighteen hundred and forty-nine, and seventy-fourth year of the independence of the United States.

[SEAL.] JAMES LOVE,
Clerk.

The bond executed by me as described in the foregoing decree, I hereby ratify and confirm, binding myself to comply with all the stipulations and obligations and conditions therein described. I do this in consideration that the negroes referred to in the foregoing decree have been delivered to James Love, and for the further consideration that I have hired a portion of said negroes. And should a similar bond be required, I hereby constitute and appoint Robert Hughes my attorney in fact to execute the same for me; that is, to sign, seal, and deliver the same for me. Witness my hand and scrawl for seal the 11th January, 1850.

R. J. TOWNES. [SEAL.]

Attest, J. BATES.

Afterwards, to wit, on the twenty-first day of January, in the year

aforesaid, Peter McGreal, receiver in the above entitled cause, filed his answer to the rule in this cause in the words following, to wit:

Answer.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE. } In Chancery.

Peter MacGreal, receiver in the above-entitled cause, in obedience to a rule served upon him to show cause why an attachment should not be issued against him for contempt in disobeying the order of this court, made on the 28th day of December last past, now upon his oath answers and says, that on the 23d day of December, 1849, and before any new order of the court in relation to his duties was made, or any arrangement entered into by the counsel of the parties in this cause, left the city of Galveston and repaired to the town of Brazoria, in order to be ready to receive the negro slaves in controversy in this cause from the hands of the hirers at the last hiring reported to this court in the last report of the said receiver. It was deemed by him, absolutely necessary for the security of the property that he should be thus prepared, because the obligation of the bonds of the said hirers terminated upon the said last-mentioned day. He also intended, in order that the said slaves might not remain on his hands, confined in a small yard, and exposed to an attempt at rescue, to hire them again at public auction in conformity with the former orders of this court, subject to the approval of the judge thereof, or the master in chancery, and he believed that under the circumstances, he was authorized and required by his general duties as receiver, in case no other and different order was made, to take this course as well for the security of the property as the comfort and health of the slaves under his charge.

On the morning of the first day of January, 1850, the day appointed by previously advertising for the hiring, R. J. Townes, Esq., of Brazoria, showed him the note of James Love, Esq., annexed to the affidavit of the said Townes, the agreement entered into between the parties in *this* cause, and also a paper said to contain a copy of the order of this court, but having no certificate that it was a correct copy, or a copy of anything upon the records of the court, with respect to the paper above mentioned. The refusal of this deponent to regard this informal copy as sufficient authority for him to deliver property in his custody of the value of thirty thousand dollars, was based not only on the insufficiency of the certificate, but also upon the fact that the bonds referred to in the said paper were not shown to or delivered to him, as he supposed it was necessary they should be, in order to complete the arrangement, and fix

the liability of the sureties, and the additional fact that the person to whom he was specially directed in the said paper to deliver the said negroes, namely, James Love, was not present to receive them.

This deponent says that he entertained the sincere belief, that it was requisite that the person named in the order of the court should himself receive the negroes, and that no other person could do it for him; and under this conviction, and with the responsibility attached to him by his position, he did not feel authorized to comply with the demand of Mr. Townes, not believing such demand *not to* be in accordance with any order of this court.

Although from these considerations, this deponent did not feel at liberty to deliver the negroes in his custody to Mr. Townes, yet he thought it prudent to ascertain upon what grounds in fact the application made to him was based, in order to comply with any order of the court really made, and for this reason he adjourned the hiring of the said slaves to the 10th day of January, and on the morning of the 2d January left Brazoria for Galveston. On arriving at Galveston, and ascertaining the fact that certain orders had been made by the court in relation to his duties, after a careful examination of these orders, this deponent was confirmed in his conviction that he had no authority to deliver the negroes to any other person than James Love, on the 1st day of January aforesaid. And he also believed that according to the proper construction of these orders, they ceased to have any effect after the said first day of January, and that he was bound, in case James Love did not apply for and receive the said negroes upon that day, to proceed to hire them out in accordance with the previous orders of the court.

Being, however, desirous at once to act within the strict line of his duty, and to avoid giving offence to any party interested, he enquired of Jonas Butler, Esq., one of the solicitors of the Canal and Banking Company of New Orleans, whether he would consent on the part of his clients to the delivery of the negroes according to the terms of the order, now expired; but Mr. Butler refused so to consent. This deponent also applied to the solicitors of the Union Bank of Louisiana, Messrs. Allen and Hale, for the same purpose, and they replied that it was clearly his imperative duty, under the orders of the court, to proceed to hire the negroes, and that he could not deliver them to any one but James Love, and that only on the first day of January. The said Allen and Hale expressed to him their wishes that he would take upon himself the responsibility of suspending the hiring until a new arrangement could be made, *could be made*, but in reply to the enquiries of this deponent, they intimated that they should hold him liable if any of the negroes escaped in the interim.

Under these circumstances, this deponent did not feel himself at liberty to assume so great a responsibility as that of disobeying what he considered the express order of this court, and to throw such a liability upon himself and his sureties. He therefore returned at

once to Brazoria to attend to the hiring, postponed by him to the tenth of January, and it was only upon the evening of the ninth of January that James Love, in person, applied to this deponent for a delivery of the negroes, to be made to him on the following day; and on the morning of the 10th January, the marshal of this district presented to this deponent the annexed certified copy of the orders of this court, made on the eighth day of January, all the requirements of which were instantly obeyed by this deponent. And he annexes hereto the receipt of the marshal for all of said negroes in his custody or under his control.

This deponent disclaims, in the most sincere and positive manner, the slightest intention of disobeying any order of this court, or any disrespect for its authority. His only desire, in the whole of this matter, has been strictly to comply with the real wishes of the court, and the strict letter of its mandates; and his apparent hesitation so to do has arisen wholly from the insufficient evidence presented to him, the uncertainty as to the meaning and proper construction of the directions of the court, and the *non*-concurrence of the Canal and Banking Company in the arrangement.

He respectfully submits this statement to the court, and prays that the rule heretofore entered in this cause against him be discharged.

PETER MacGREAL.

Sworn to and subscribed before me, 21st Jan'y, 1850.
Test: JAMES LOVE,
Clerk.

Afterwards, to wit, on the twenty-first day of January, in the year aforesaid, the receiver filed the following receipt of the marshal, to wit:—

Receipt of Marshal.

IN THE UNITED STATES DISTRICT COURT,
District of Texas. December Term, 1849.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE. } In Chancery.

Rec'd, Brazoria, January 10th, 1850, from Peter MacGreal, receiver in said cause, the negro slaves named in the annexed list or schedule, marked A, which is made a part hereof, the said negro slaves having been delivered into my custody, by the said receiver, in pursuance of an order from the said court, rendered in said cause on the eighth day of January, 1850, a certified copy of which is hereto annexed, as a part hereof, viz.:

Schedule A.

George Lee, 37 years; Violet, 27 years; Richard, 3 months; Big Jane, 52 years; Washington, 18; Margaret, 16; Manuel, 14; Henry, 12; John, 10; Pierre, 30; Austin, 31; Louisa, 26; Horace, 2; Juliet, 22 years; Mary 18; Andrew, 12; Jim, 29; Maria Johnson, 27; Lavinia, 14; Coleman, 5; Henrietta, 6 months; Edmund Bell, 42; Vicey, 47; Elias Bell, 14; Mahala, 12; Edmund, 2; Levi, 27; Pleasant, 22; Hannah, 2; Bob, 34; Amy, 37; Claiborne, 10; Guss, 8; Thad, 6; Dublin, 3; Paul, 62; Cynthia, 52; Briton, 38; Jane, 30; Harriet, 12; Clarissa, 3; Little Ben, 33; Alfred, 22; Dick, 30; William, 16; Ned 20: Bob, 26; Charles, 14; Judy, 33; Maria, 17; Wallace, 31; Bob Davenport, 35; Venus, 30, Elizabeth, 3, and an infant; Sam Rodgers, 45; Nancy, 28; Tisha, 6; Diana, 4; Little Sam, 2; Philip, 14; Edy, 12; Jack, 52; Hortense, 40; Louis, 27; Nannete, 20; Blaze, 52; Cloe, 47; Ben, or Benc, 27; Ben or Benk, 29; Patsey, 17; Stephen, 28; Charlotte, 19; Fanny, 57; Solomon, 17; Amanda, 14; Maria, 52; Louisa, 24; Eliza, 18; Patsey, 14; Willis, 5; Tom, 29; Elvira, 26; Rachel, 14; Jacob, aged 17.

J. BATES,
U. S. M.

THE UNITED STATES OF AMERICA,
District of Texas.
To wit: *District Court. December Term*, 1849.

THE UNION BANK FO LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.

In Chancery.

The motion of the defendants herein came on and was argued by counsel for the parties, and thereupon the court orders, and it is accordingly ordered, that Peter MacGreal, the receiver in this cause, do, on or before the expiration of ten days next after the service of a copy of this order upon him, show cause, if any he can, why an attachment should not issue against him for contempt in failing to obey the order of the court made herein upon him, to deliver to James Love the slaves in his hands as such receiver on the 1st day of January, 1850, under and by virtue of the order herein, of the 28th day of December last, to that effect.

And it is further ordered that the marshal of the district do seize and take into his possession, and that Peter MacGreal, said receiver, deliver to said marshal, all the slaves in the possession, or custody, or under the control of the said Peter MacGreal, the said receiver, under and by virtue of the several orders in this cause, and that

said marshal receipt to said MacGreal for the same, and that said marshal deliver the said slaves to said James Love, to be held by him under and by virtue of the said order of the 28th day of December aforesaid, and that there may be no difficulty as to the liability or responsibility of the said James Love, or his securities on the bonds, or any of them executed by him herein; it is further ordered, and it is hereby reserved to the parties, or either of them, the right to make any motion or motions, which in their opinion the case may require calling for other or further bond or bonds, security or securities; and the court will, upon any such motion or motions, order and direct said James Love, if right and proper for the ample and complete security of the parties or the property in contest, to give such other bond or bonds as will furnish such ample and complete security.

I, James Love, clerk of the District Court for the district aforesaid, do hereby certify the foregoing a true copy of the order made by the said District Court, on the 8th day of January, A. D. 1850, in the case of the Union Bank of Louisiana against Josiah S. Stafford and wife.

In testimony whereof, I hereto subscribe my name, and cause the seal of said court to be affixed this 8th day of January, A. D. 1850.

[SEAL.] JAMES LOVE,
Clerk.

Afterwards, to wit, on the 5th day of March, in the year aforesaid, the following stipulation of the principal and sureties in the former bond to which it refers was filed, to wit:

Stipulation.

IN THE DISTRICT COURT OF THE UNITED STATES,
For the District of Texas.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.

Know all men that we, James Love, principal, and Henry B. Martin and Michel B. Menard, sureties in a certain bond executed by them in said capacities, in the penal sum of fifty thousand dollars, dated on the first day of January, A. D. 1850, payable to Peter MacGreal, receiver, his successor or successors in said office, and conditioned among other things for the safe keeping and delivery of certain slaves in controversy in the above-entitled cause, the names and ages of which slaves it was provided in the condition of said bond should be set forth in a schedule therewith to be filed, for a more full and accurate description of which bond reference may be had to the same on file in said cause or to the records of the court therein, do now in open court stipulate and agree that the list or schedule of the slaves contained in the receipt of *James* Bates to said Peter MacGreal, bearing date the tenth day of January, A. D.

1850, and filed on the twenty-first day of the same month among the papers of said cause, shall be taken and considered as the schedule mentioned and referred to in the condition of said bond, and that an additional schedule may be filed of any other slaves in controversy in said cause, which, before the final termination thereof, may come into the possession of said Love; and we, the said Martin and Menard, now in open court appearing, do acknowledge ourselves and each of us firmly held and bound as sureties in and to the said bond, and to hereby renounce and waive all exceptions and objections to our being so bound now existing, whereof we might avail ourselves, or either of us, in law or equity.

Sealed with our seals this fourth day of March, A. D. 1850.

[SEAL.] JAMES LOVE.
[SEAL.] H. B. MARTIN.
[SEAL.] M. B. MENARD.

Afterwards, to wit, on the fifth day of March, in the year aforesaid, the following entry was made on the minutes of the court, to wit:

Entry.

On motion of complainants' solicitors, it is ordered that the additional stipulation of James Love, H. B. Martin, and Michael B. Menard, to their bond dated the first day of January, 1850, for fifty thousand dollars, to Peter MacGreal, receiver in this cause, and filed on that day, be filed and entered of record, which said stipulation is in words and figures as follows:

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE. } In Chancery.

IN THE DISTRICT COURT OF THE UNITED STATES,
For the District of Texas.

Know all men that we, James Love, principal, and Henry B. Martin, and Michael B. Menard, sureties in a certain bond executed by them in said capacities in the penal sum of fifty thousand dollars, dated on the first day of January, A. D. 1850, payable to Peter MacGreal, receiver, his successor or successors in said office, and conditioned amongst other things for the safe keeping and delivery of certain slaves in controversy in the above-entitled cause, the names and ages of which slaves it was provided in the condition of said bond should be set forth in a schedule therewith to be filed, for a more full and accurate description of which bond reference may be had to the same on file in said cause, or to the records of the court therein, do now in open court stipulate and agree that the list or schedule of the slaves contained in the receipt of Bates, marshal to said Peter MacGreal, bearing date the tenth day of Jan-

uary, A. D. 1850, and filed on the 21st day of the same month among the papers of said cause, shall be taken and considered as the schedule mentioned and referred to in the condition of said bond, and that an additional schedule may be filed of any other slaves in controversy in said cause, which before the final termination thereof may come into the possession of said Love, and we the said Martin and Menard, now in open court appearing, do acknowledge ourselves and each of us firmly held and bound as sureties in and to the said bond—and do hereby renounce and waive all exceptions and objections to our being so bound now existing, whereof we might avail ourselves or either of us in law or equity.

Sealed with our seals this 4th day of March, A. D. 1850.

[SEAL.] JAMES LOVE,
[SEAL.] H. B. MARTIN,
[SEAL.] M. B. MENARD.

Afterwards, to wit, on the fourth day of April, in the year aforesaid, the following decree was signed by the Judge of the said court, and filed in the above cause.

Decree.

THE UNITED STATES OF AMERICA,
District of Texas.

To wit: *District Court. April Term*, 1850.

Original Bill.

Between—
THE UNION BANK OF THE STATE OF LOUISIANA, Complainant,
and
JOSIAH S. STAFFORD AND JEANETTA, HIS WIFE, Defendants.

In Chancery.

Be it remembered that on the 4th day of April, 1850, at the term aforesaid, this cause came on to be heard and finally determined before the honorable John C. Watrous, Judge, &c., upon the pleadings and proofs in presence of counsel for both parties. Whereupon, the court thought fit to order, adjudge and decree, and it is accordingly ordered, adjudged and decreed, that the complainants bill be dismissed, and that said complainant pay the costs of this suit to be taxed, etc.

JOHN C. WATROUS.

April 4th, 1850.

And on the same day and year, the said complainants, by their solicitors aforesaid, filed their prayer for an appeal in the words following, to wit:

Prayer for Appeal.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.

And now, on the fourth day of April, A. D. 1850, the Union Bank of Louisiana, aforesaid, by Ebenezer Allen, and William G. Hale, their solicitors in open court, pray an appeal to the Supreme Court of the United States from the decree of the District Court of the United States for the district of Texas, dismissing their said bill, and adjudging costs against them in this cause.

EBN. ALLEN AND WM. G. HALE,
For Complainants.

Afterwards, to wit, on the said fourth day of April, in the year aforesaid, the said court here proceeded to pronounce a final decree in the said cause, in the words following, to wit:

Decree.

UNITED STATES OF AMERICA,
District of Texas.

To wit: *District Court, April Term*, 1850.

Be it remembered that on this the 4th day of April, 1850, at the term aforesaid, this cause came on to be heard and finally determined before the Honorable John C. Watrous, Judge, &c., upon the pleadings and proofs in presence of the counsel for both parties. Whereupon the court thought fit to order, adjudge, and decree, and it is accordingly ordered, adjudged, and decreed, that the complainants' bill be dismissed, and that said complainants pay the costs of this suit to be taxed, &c.

JOHN C. WATROUS, *Judge.*

April 4th, 1850.

Entry of Appeal.

From which said decree so as aforesaid made, the Union Bank of Louisiana, aforesaid by their solicitors, Allen and Hale, have prayed an appeal to the Supreme Court of the United States, to be held at the city of Washington, on the first Monday of December next, in the words following, to wit:

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.

And now on this 4th day of April, A. D. 1850, the Union Bank of Louisiana aforesaid, by Ebenezer Allen and William G. Hale, their solicitors, in open court pray an appeal to the Supreme Court

of the United States from the decree of the District Court of the United States for the district of Texas, dismissing their said bill, and adjudging costs against them in this cause.

EBN. ALLEN AND WM. G. HALE,
For Complainants.

And to them it is granted upon their entering into bond, in the penal sum of eighty thousand dollars, with two good and sufficient sureties, conditioned as required by law, to be approved by the judge and filed within sixty days from this date.

Afterwards, to wit, on the sixteenth day of April, in the year aforesaid, the said complainants, by their solicitors aforesaid, filed the following resolution of the board of Directors of the said Union Bank of Louisiana, under the seal of the said bank, in the words following, to wit:

"C."

UNION BANK OF LOUISIANA,
New Orleans, 8th March, 1850.

"Resolved, That Ebenezer Allen, of Galveston, be and he is hereby authorized to appeal to the Supreme Court of the United States, in the name of the Union Bank of Louisiana, from any judgment or decree which may be rendered by the District Court of the United States for the district of Texas, in the suit of the Union Bank of Louisiana aforesaid vs. Josiah S. Stafford and Jeanetta Kirkland, his wife, whenever he, the said Allen, shall consider it for the interest of the said bank so to do; and whereas, to enable such appeal to be taken effectually, a bond with securities may be required from the Union Bank of Louisiana, aforesaid, it is further

Resolved, That said Ebenezer Allen be, and he is hereby authorized to execute and sign in the name of the Union Bank of Louisiana, such bond as may be required for such appeal, and to procure the necessary sureties on such bond; and in order to keep such sureties harmless, to execute any bond or bonds in the name of said bank to said sureties or any of them as such surety or sureties may require.

I hereby certify the above to be a true copy from the minutes of the bank; in testimony whereof I have affixed the corporate seal of the said bank hereto.

[SEAL.] FRED. FREY,
Cashier.

Sworn to and subscribed before me, at the city of New Orleans, this 11th April, A. D. 1850.

[SEAL.] C. B. BEVERLEY,
U. S. Commissioner.

And on the same day and year the said complainants, by their solicitors aforesaid, filed the procurations by Samuel J. Peters and Charles A. Jacobs respectively to William G. Hale and Ebenezer Allen in the words following, to wit:

Procurations.

B.

STATE OF LOUISIANA,
City of New Orleans.

Be it known, that this day, before me, Hilary Breton Cenas, a Notary Public, in and for the city and parish of New Orleans, State of Louisiana, duly commissioned and qualified—

Personally came and appeared Samuel Jarvis Peters of the said city of New Orleans—

Who declared that he had made, constituted and appointed, and by these presents doth make, constitute and appoint, and in his place depute and put Messrs. William G. Hale and Ebenezer Allen, both of the city of Galveston and State of Texas, to be his true and lawful agents and attorneys in fact jointly or either of them severally, giving and by these presents granting unto the said attorneys or either of them full power and lawful authority for him and in his name, to execute any bond or bonds which may in the judgment of the said attorneys or either of them be necessary in order to obtain an appeal to the Supreme Court of the United States from any decree or order now or hereafter rendered by the District Court of the United States for the District of Texas, in a certain cause therein now depending in Chancery, wherein the "Union Bank of Louisiana" are complainants and Josiah S. Stafford and Jeanetta Kirkland, his wife, are defendants; and to the end, and for the purpose aforesaid to subscribe the name of the said constituent and affix his seal to the said bond or bonds, and generally to do, execute and perform all and whatsoever shall or may be requisite or necessary in or about the premises, as fully, amply and effectually to all intents and purposes as he the said constituent himself might or could do if personally present. Hereby ratifying, allowing and confirming all and whatsoever the said attorneys or either of them may or cause to be done by virtue hereof.

This done and passed in my office, at the said city of New Orleans, in the presence of Auguste Commandeur and Ernest Granet, witnesses of lawful age and domiciliated in this city, who hereunto subscribe their names, together with the said constituent and me Notary, on this twenty-second day of December in the year of our Lord one thousand eight hundred and forty-nine.

Original signed: SAM. J. PETERS.

A. COMMANDEUR,
E. GRANET.

H. B. CENAS,
Notary Public.

I certify the foregoing to be a true copy of the original act of procuration on file, and of record, in my office.

In faith whereof, I grant these presents under my signature, and seal of office, at New Orleans, on this fourteenth day of March, A. D. 1850.

[SEAL.] H. B. CENAS,
Notary Public.

A.

STATE OF LOUISIANA,
City of New Orleans.

Be it known, that this day, before me, Hilary Breton Cenas, a notary public, in and for the city and Parish of New Orleans, State of Louisiana, duly commissioned and qualified:

Personally came and appeared Charles Anderson Jacobs, of the said city of New Orleans—Who declared that he had made, constituted and appointed, and by these presents doth make, constitute and appoint, and in his place and stead, depute and put Messrs. WILLIAM G. HALE and EBENEZER ALLEN, both of the city of Galveston, and State of Texas, to be his true and lawful agents and attorneys in fact, jointly or either of them severally, giving, and, by these presents granting unto the said attorneys or either of them full power and lawful authority for him, and in his name, to execute any bond or bonds which may in the judgment of the said attorneys be necessary in order to obtain an appeal to the Supreme Court of the United States, from any decree or order now or hereafter rendered by the District Court of the United States, for the District of Texas, in a certain cause therein now depending in Chancery, wherein the "Union Bank of Louisiana" are complainants, and Josiah S. Stafford, and Jeanetta Kirkland, his wife, are defendants; and to the end, and for the purpose aforesaid, to subscribe the name of the said constituent, and affix his seal to the said bond or bonds, and generally to do, execute, and perform all and whatever shall or may be requisite or necessary in or about the premises, as fully, amply and effectually to all intents and purposes, as he, the said constituent, himself might or could do if personally present.

Hereby ratifying, allowing and confirming all, and whatsoever the said attorneys, or either of them, may do or cause to be done by virtue thereof.

Thus done, and passed, in my office, at the said city of New Orleans, in the presence of Auguste Commandeur and Ernest Granet, witnesses of lawful age, and domiciliated in this city, who hereunto subscribed their names, together with the said constituent, and me notary, on this twenty-second day of December, in the year of our Lord, one thousand eight hundred and forty-nine.

Original signed: CHARLES A. JACOBS.

A. COMMANDEUR,
E. GRANET.

H. B. CENAS, *Notary Public.*

3412

I certify the foregoing to be a true copy of the original act of procuration on file and of record in my office.

In faith whereof, I grant these presents, under my signature and seal of office, at the said city of New Orleans, on this fourteenth day of March, A. D. 1850.

[SEAL.]

H. B. CENAS,
Notary Public.

Afterwards, to wit, on the same day and year, the following affidavits were filed, to wit:

Affidavits.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainant,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.

In Chancery.

I, Charles Anderson Jacobs, of the city of New Orleans, and State of Louisiana, make oath and say, that my present property within the said State, subject to execution, is worth, over and above all incumbrances and liabilities, more than the sum of sixty thousand dollars.

CHARLES A. JACOBS.

Sworn to and subscribed before me, this 1st August, A. D. 1849.

C. B. BEVERLEY,
Justice.

DISTRICT COURT OF THE UNITED STATES,
District of Texas.

Between
THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, HIS WIFE, Def'ts.

In Chancery.

I, Samuel Jarvis Peters, of the city of New Orleans, and State of Louisiana, make oath and say, that my present property within the said State, subject to execution, is worth, over and above all incumbrances and liabilities, more than the sum of sixty thousand dollars.

SAM. J. PETERS.

Sworn to and subscribed before me, this 1st August, A. D. 1849.

C. B. BEVERLEY,
Justice.

Afterwards, to wit, on the sixteenth day of April, in the year aforesaid, the said complainants, by their solicitors aforesaid, filed the following motion, to wit:

Motion.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.

And now comes the Union Bank of Louisiana, by Ebenezer Allen, their solicitor and attorney in fact, and file and offer in court their appeal bond in the above-entitled cause, executed by them, the said Union Bank of Louisiana as principal, and by Charles A. Jacobs and Samuel J. Peters as sureties, which bond bears date the 11th day of April, A. D. 1850, and further file the procurations of the said sureties, marked A and B, and the authority of the said Union Bank, marked C, empowering the said Allen, in their behalf, to execute the said bond in the name of the Union Bank of Louisiana, &c., and the affidavits of the said sureties verifying their responsibilities.

And the Union Bank of Louisiana move the court that the said bond be accepted and approved as a good and sufficient appeal bond.

By EBN. ALLEN,
Solicitor as above stated.

On which was the following acknowledgment, to wit:

I acknowledge due service of the above.

ROB. HUGHES,
For Defendants.

Which said motion and acknowledgment were on the same day entered on the motion book of the said court.

Afterwards, to wit, on the twenty-eighth day of May, in the year aforesaid, the said complainants, by their solicitors aforesaid, filed the following powers of attorney, granted by Samuel J. Peters and Charles A. Jacobs respectively, to Ebenezer Allen and William G. Hale:

Powers of Attorney.

Whereas, lately, in the District Court of the United States for the District of Texas, at the April Term thereof, held at Galveston, in and for the said District, on the fourth day of April, A. D. 1850, in a certain cause there pending, wherein the Union Bank of Louisiana were complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, defendants, it was by the court ordered, adjudged, and decreed as follows, viz.:—"Be it remembered, that on the 4th day of April, 1850, at the term aforesaid, this cause came on to be heard and finally determined before the Honorable John C. Watrous,

3413.

Judge, &c., upon the pleadings and proofs in presence of the counsel for both parties. Whereupon the court thought fit to order, adjudge, and decree, and it is accordingly ordered, adjudged, and decreed, that the complainant's bill be dismissed, and that the said complainant pay the costs of this suit to be taxed."

From which said decree so as aforesaid rendered, the Union Bank of Louisiana aforesaid, by their solicitors, Ebenezer Allen and William G. Hale, prayed an appeal to the Supreme Court of the United States, to be held at the city of Washington on the first Monday in December next.

And whereas, I, Samuel J. Peters, of the city and parish of New Orleans, in the State of Louisiana, did, by my certain act of procuration, passed before Hilary Breton Cenas, a Notary Public in and for the city and parish of New Orleans aforesaid, on the twenty-second day of December, A. D. 1849, make, constitute, and appoint the said Ebenezer Allen and William G. Hale, by the names and description of Messrs. William G. Hale and Ebenezer Allen, both of the city of Galveston and State of Texas, my true and lawful agents and attorneys in fact, with certain specified powers therein designated and expressed. For a more full and particular description of which said act of procuration, its contents and effect, reference is hereby made to a certified copy thereof, issued by the said Cenas, Notary Public as aforesaid, under his signature and seal of office, on the fourteenth day of March, A. D. 1850, which copy is filed among the papers of the said cause in the District Court of the United States for the District of Texas aforesaid.

And whereas, the said Ebenezer Allen, in virtue of the power invested in him by my said act of procuration, did on the eleventh day of April, A. D. 1850, execute an appeal bond of that date, in the name of the Union Bank of Louisiana aforesaid as principal, and in my name as one of the sureties thereto, and did subscribe my name and affix my seal to the said bond, which bond was executed for the purpose of obtaining an appeal to the Supreme Court of the United States from the decree above herein recited, and is filed among the papers of the said cause in the District Court of the United States for the District of Texas; and whereas doubts are entertained whether the said Ebenezer Allen was, by virtue of my said act of procuration, duly and fully authorized and empowered to execute the said bond in my name, and to seal the same with my seal, so as to render the same my own deed. Now in order to remove and obviate all objections to the same,

Know all men by these presents that I, the said Samuel J. Peters, do recognize, adopt, approve, ratify and confirm the signing, ensealing and delivery of the aforesaid bond in my name by the said Ebenezer Allen, in manner and form and for the purpose aforesaid, and do hereby acknowledge and declare the said bond to be my deed and writing obligatory, and authorize the same to be received as such.

And I do by these presents make, constitute and appoint the said

Ebenezer Allen and William G. Hale to be my true and lawful attorneys in fact, giving and by these presents granting unto them jointly, and to each of them severally, full power and lawful authority for me and in my name, to execute and deliver any bond or bonds, other than the aforesaid, which in his or their judgment may be necessary in order to obtain an appeal to the Supreme Court of the United States from the decree above herein recited, or from any decree or order rendered by the said District Court of the United States for the District of Texas in the cause aforesaid, and to sign my name, and affix my seal to such bond or bonds, and generally to do and perform all and whatsoever may be necessary or proper in or about the premises, as fully and effectually as I myself might or could do if personally present. Hereby ratifying and confirming all and whatsoever my said attorneys, or either of them, may lawfully do or cause to be done, by virtue of these presents.

In testimony whereof, I, the said Samuel J. Peters, have hereunto set my hand and seal, this fifteenth day of May, A. D. 1850.

[SEAL.] SAM. J. PETERS.

Signed, sealed and delivered in presence of

JAMES T. PERSONS,
JOSEPH A. HOLLAND,
ALFRED D. N. CUTS,
M. A. GOUVAIN.

I, Constantine B. Beverley, a commissioner of the United States for the Eastern District of Louisiana, and duly sworn as such, do hereby certify, that Samuel J. Peters, who is personally known to me the commissioner) signed the foregoing instrument of writing in my presence, and in that of the four subscribing witnesses: and the said Samuel J. Peters acknowledged to me that he executed the said instrument for the uses and purposes therein set forth.

Given under my hand and seal of office at the city of New Orleans, State of Louisiana, this 23d day of May, A. D. 1850, and of the independence of the United States the 74th.

[SEAL.] C. B. BEVERLEY,
U. S. Commissioner.

Whereas lately, in the District Court of the United States for the District of Texas, at the April Term thereof, held at Galveston in and for the said District, on the fourth day of April, A. D. 1850, in a certain cause there pending, wherein the Union Bank of Louisiana were complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, defendants, it was by the court ordered, adjudged and decreed as follows, viz: "Be it remembered, that on the 4th day of April, 1850, at the term aforesaid, this cause came on to be heard and finally determined before the Honorable John C. Watrous, Judge, &c., upon the pleadings and proofs, in presence of the counsel for both parties.

"Whereupon the court thought fit to order, adjudge and decree, and it is accordingly ordered, adjudged and decreed, that the complainants' bill be dismissed, and that the said complainant pay the costs of this suit, to be taxed."

From which said decree, so as aforesaid rendered, the Union Bank of Louisiana aforesaid, by their solicitors, Ebenezer Allen and William G. Hale, prayed an appeal to the Supreme Court of the United States, to be held at the city of Washington, on the first Monday in December next.

And whereas I, Charles A. Jacobs, of the city and parish of New Orleans, in the State of Louisiana, did by my certain act of procuration, passed before Hilary Breton Cenas, a notary public in and for the city and parish of New Orleans aforesaid, on the twenty-second day of December, A. D. 1849, make, constitute and appoint the said Ebenezer Allen and William G. Hale, by the names and description of "Messrs. William G. Hale and Ebenezer Allen, both of the city of Galveston and State of Texas," my true and lawful agents and attorneys in fact, with certain specified powers therein designated and expressed. For a more full and particular description of which said act of procuration, its contents and effect, reference is hereby made to a certified copy thereof issued by the said Cenas, notary public as aforesaid, under his signature and seal of office, on the fourteenth day of March, A. D. 1850, which copy is filed among the papers of the said cause in the District Court of the United States, for the District of Texas aforesaid.

And whereas the said Ebenezer Allen, in virtue of the power invested in him by my said act of procuration, did on the eleventh day of April, A. D. 1850, execute an appeal bond of that date, in the name of the Union Bank of Louisiana aforesaid, as principal, and in my name as one of the sureties thereto, and did subscribe my name and affix my seal to the said bond, which bond was executed for the purpose of obtaining an appeal to the Supreme Court of the United States from the decree above herein recited, and is filed among the papers of the said cause in the District Court of the United States for the District of Texas; and whereas doubts are entertained whether the said Ebenezer Allen was, by virtue of my said act of procuration duly and fully authorized and empowered to execute the said bond in my name, and to seal the same with my seal, so as to render the same my own deed: Now in order to remove and obviate all objections to the same—

Know all men, by these presents, that I, the said Charles A. Jacobs, do recognize, adopt, approve, ratify and confirm the signing, ensealing and delivery of the aforesaid bond in my name, by the said Ebenezer Allen, in manner and form and for the purpose aforesaid, and do hereby acknowledge and declare the said bond to be my deed and writing obligatory, and authorize the same to be received as such.

And I do, by these presents, make, constitute and appoint the

said Ebenezer Allen and William G. Hale to be my true and lawful attorneys in fact, giving and by these presents granting unto them jointly, and to each one of them severally, full power and lawful authority for me, and in my name to execute and deliver any bond or bonds, other than the aforesaid, which in his or their judgment may be necessary in order to obtain an appeal to the Supreme Court of the United States from the decree above herein recited, or from any decree or order rendered by the said District Court of the United States for the District of Texas, in the cause aforesaid, and to sign my name and affix my seal to such bond or bonds, and generally to do and perform all and whatsoever may be necessary or proper in or about the premises, as fully and effectually as I myself might or could do if personally present. Hereby ratifying and confirming all and whatsoever my said attorneys, or either of them, may lawfully do or cause to be done, by virtue of these presents.

In testimony whereof, I, the said Charles A. Jacobs, have hereunto set my hand and seal, this fifteenth day of May, A. D. 1850.

[SEAL.] CHARLES A. JACOBS.

Signed, sealed and delivered in the presence of
JAS. T. PERSONS,
JOSEPH A HOLLAND,
ALFRED D. N. CUTS,
M. A. GOUVAIN.

I, Constantine B. Beverley, a commissioner of the United States for the Eastern district of Louisiana, and duly sworn as such, do hereby certify that Charles A. Jacobs (who is personally known to me, the commissioner) signed the foregoing instrument of writing in my presence, and in that of the four subscribing witnesses; and the said Charles A. Jacobs acknowledged to me that he executed the said instrument for the uses and purposes therein set forth.

Given under my hand and seal of office, at the city of New Orleans, State of Louisiana, this 23d day of May, A. D. 1850, and of the independence of the United States the 74th.

[SEAL.] C. B. BEVERLEY,
U. S. Commissioner.

Afterwards, to wit, on the day and year aforesaid, the said complainants, by Ebenezer Allen, their attorney in fact and solicitor in this cause, filed in the said court here the following appeal-bond, to wit:—

Bond.

Know all men by these presents that we, the Union Bank of Louisiana, as principal, and Charles A. Jacobs and Samuel J. Peters

as sureties, are held and firmly bound unto Josiah S. Stafford and Jeanetta Kirkland, his wife, in the sum of eighty thousand dollars, to be paid to them, the said Josiah S. Stafford and Jeanetta Kirkland, their heirs, executors, administrators, and assigns, to which payment well and truly to be made and done, we hereby bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this eleventh day of April, in the year of our Lord one thousand eight hundred and fifty.

Whereas lately, in the District Court of the United States for the District of Texas, at the April term thereof held at Galveston, in and for the said District, on the fourth day of April 1850, in a certain cause there pending, wherein the Union Bank of Louisiana aforesaid were complainants, and the said Josiah S. Stafford and Jeanetta Kirkland defendants, it was by the court ordered, adjudged and decreed as follows, viz.: "Be it remembered, that on the 4th day of April, 1850, at the term aforesaid, this cause came on to be heard and finally determined before the Honorable John C. Watrous, Judge, etc., upon the pleadings and proofs, in presence of the counsel for both parties. Whereupon the court thought fit to order, adjudge and decree, and it is accordingly ordered, adjudged and decreed, that the complainant's bill be dismissed, and that the said complainant pay the costs of this suit to be taxed."

From which said decree so as aforesaid rendered, the Union Bank of Louisiana aforesaid, by their solicitors, Ebenezer Allen and William G. Hale, have prayed an appeal to the Supreme Court of the United States, to be held at the city of Washington on the first Monday in December next: Now the consideration of the above obligation is such, that if the Union Bank of Louisiana aforesaid shall well and truly prosecute with effect their said appeal, and pay unto the said Josiah S. Stafford and Jeanetta Kirkland all such damages, costs and charges, as shall be awarded to them by the said Supreme Court, in case they, the Union Bank of Louisiana aforesaid, fail to make good their said appeal, then the above obligation shall be void and of none effect, otherwise to be and remain in full force and virtue.

THE UNION BANK OF LOUISIANA,
by EBENEZER ALLEN, their Attorney. [SEAL.]
CHARLES A. JACOBS,
by EBENEZER ALLEN, his Attorney. [SEAL.]
SAMUEL J. PETERS,
by EBENEZER ALLEN, his Attorney. [SEAL.]

Signed, sealed and delivered in presence of
EBENEZER ALLEN.

Which is endorsed in the words following: